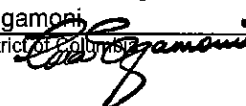


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract Number		Page of Pages 1 99	
2. Amendment/Modification Number 4		3. Effective Date See 16 C		4. Requisition/Purchase Request No.		5. Solicitation Caption: Teen Bridge program	
6. Issued By: District of Columbia Child and Family Services Agency Contracts and Procurement Administration 200 I Street, S.E., Suite 2030 Washington, DC 20003				7. Administered By (If other than line 6)			
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)				x		9A. Amendment of Solicitation No. DCRL-2016-H-0034	
						9B. Dated (See Item 11)	
						10A. Modification of Contract/Order No.	
						10B. Dated (See Item 13)	
Code		Facility					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If Required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
A. This change order is issued pursuant to: 27 DCMR 3601-Par. 15 Change Standard Contract Provision							
The changes set forth in Item 14 are made in the contract/order no. in item 10A.							
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.							
C. This supplemental agreement is entered into pursuant to authority of:							
D. Other (Specify type of modification and authority) 27 DCMR, Chapter 20 Section 2008 Exercise of Options							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.							
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)							
1. Under amendment number 2, Section 14, delete numbers 1 and 2 in its entirety.							
2. Replace with attached solicitation							
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect							
15A. Name and Title of Signer (Type or print)				16A. Name of Contracting Officer Tara Sigamani			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia 		16C. Date Signed DEC 8 2015	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			



HUMAN CARE AGREEMENT

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1 98

1. CONTRACT NUMBER: DCRL-2015-H-0034	2. REQUISITION/PURCHASE REQUEST NO. N/A	3. PURCHASE ORDER/TASK ORDER NUMBER N/A	4. DATE OF AWARD See 13c
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5. ISSUED BY Child and Family Services Agency 200 I Street SE, Ste.2030 Washington, D.C. 20036	6. ADMINISTERED BY (If other than Item 5) See Section G
---	--

7. NAME AND ADDRESS OF PROVIDER/CONTRACTOR (No. street, county, state and ZIP Code)

8. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: Child and Family Services Agency cfsa.accountspayable@dc.gov Fiscal Operations 200 I Street SW, Ste.2030 Washington, DC 20003	9. DISTRICT SHALL SEND ALL PAYMENTS TO:
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10. DESCRIPTION OF HUMAN CARE SERVICE AND COST (TO BE COMPLETED BY CFSA)

ITEM/LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT
		See the attached SOW			SEE ATTACHED SCHEDULE B	
Total						\$
Total From Any Continuation Pages						\$
GRAND TOTAL						\$

11. PERIOD OF HUMAN CARE AGREEMENT

Starting Date: TBD	Ending Date: TBD
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HUMAN CARE AGREEMENT SIGNATURES

Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in Item No. 7 of this document. The Provider/Contractor is required to sign and return two originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Contractor further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated July 2010; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.

12. FOR THE PROVIDER/CONTRACTOR		13. FOR THE DISTRICT OF COLUMBIA	
A. Name and Title of Signer (Type or print) Name:		A. Name of Contracting Officer (Type or print) Name:	
Title:		Title:	
B. Signature of PROVIDER/CONTRACTOR, or representative:	C. Date:	B. Signature of CONTRACTING OFFICER:	C. Date:

SECTION B: SUPPLIES OR SERVICES AND PRICE

- B.1** The Government of the District of Columbia, Child and Family Services Agency (CFSA), is seeking a “Provider”, for the of human care services, specifically Congregate Care Services –Teen Bridge Program, pursuant to the sections 104, 401(a)(1)(E), 403, and 406(a) of the Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code §§2-351.04, 2-351.01, 2-354.03, and 2-354.06).
- B.1.1** The District is not committed to purchase under this HCA any quantities of particular service coverage under this Agreement. The District is obligated only to the extent that authorized purchases are made pursuant to this HCA.
- B.1.2** Delivery or performance shall be made only as authorized by Task Orders issued in accordance with the Ordering Clause. The Provider shall furnish to the District, when and if ordered, the services specified in B.2 Price Schedule.
- B.1.3** There is no limit to the number of Task Orders that may be issued. The District may issue Task Orders requiring delivery to multiple destinations or performance at multiple locations, as specified in such Task Orders as may be issued.
- B.1.4** The District contemplates award of multiple Human Care Agreements (HCA) with economic price adjustments. Upon the issuance of a Task Order, the contractor will be compensated based on the fixed unit rates per client (per diem), fixed administrative rate and cost reimbursement for specific costs that are supported and substantiated by the contractor with a ceiling amount set forth in Price Schedules.
- B.1.5** A bidder responding to this solicitation which is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Bids responding to this RFP shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section I.5.

B.2 PRICE SCHEDULE**B.2.1 Base Year**

CLIN No.	Service	Per-Diem/ Rate	Maximum Days	Minimum Units of Service	Minimum Amount	Maximum Units of Service	Maximum Amount
0001	Per Diem		366	1	\$ N/A		\$
0002	Administrative Rate *	N/A	N/A	N/A	\$ N/A		\$
0003	Cost Reimbursement	N/A	N/A	N/A	\$ N/A		\$
	TOTAL				\$		\$

B.2.2 – Option Year 1

CLIN No.	Service	Per-Diem/ Rate	Maximum Days	Minimum Units of Service	Minimum Amount	Maximum Units of Service	Maximum Amount
1001	Per Diem		365	1	\$ N/A		\$
1002	Administrative Rate *	N/A	N/A	N/A	\$ N/A		\$
1003	Cost Reimbursement	N/A	N/A	N/A	\$ N/A		\$
	TOTAL				\$		\$

B.2.3 Option Year 2

CLIN No.	Service	Per-Diem/ Rate	Maximum Days	Minimum Units of Service	Minimum Amount	Maximum Units of Service	Maximum Amount
2001	Per Diem		365	1	\$ N/A		\$
2002	Administrative Rate *	N/A	N/A	N/A	\$ N/A		\$
2003	Cost Reimbursement	N/A	N/A	N/A	\$ N/A		\$
	TOTAL				\$		\$

B.2.4 Option Year 3

CLIN No.	Service	Per-Diem/ Rate	Maximum Days	Minimum Units of Service	Minimum Amount	Maximum Units of Service	Maximum Amount
3001	Per Diem		365	1	\$ N/A		\$
3002	Administrative Rate *	N/A	N/A	N/A	\$ N/A		\$
3003	Cost Reimbursement	N/A	N/A	N/A	\$ N/A		\$
	TOTAL				\$		\$

B.2.5 Option Year 4

CLIN No.	Service	Per-Diem/Rate	Maximum Days	Minimum Units of Service	Minimum Amount	Maximum Units of Service	Maximum Amount
4001	Per Diem		365	1	\$ N/A		\$
4002	Administrative Rate *	N/A	N/A	N/A	\$ N/A		\$
4003	Cost Reimbursement	N/A	N/A	N/A	\$ N/A		\$
	TOTAL				\$		\$

NB: The Administrative Rate is to be divided into 12 equal amounts with 1/12 to be paid monthly.

(Formula: Maximum/Minimum Unit x Per Diem Rate x Maximum Days = Maximum/Minimum Total Amount)

B.3 PAYMENT/REIMBURSEABLE COST

B.3.1 There is one (1) payment/reimbursement components associated with this solicitation or resultant contract. Providers will be paid separately for the negotiated Congregate Care Costs via a daily per-diem based on the number children/youth service units and the associated costs; and a negotiated monthly administrative rate (unrelated to children/youth service units). All remaining costs will be reimbursed after they have been expended and reported via Cost Reimbursement.

B.4 CONGREGATE CARE DAILY PER-DIEM

B.4.1 The Provider will be paid monthly for the negotiated congregate care daily per-diem as shown in Section B.2-Price Schedule CLINs 0001, 1001, 2001, 3001, and 40001, which includes the costs of wages/salaries and fringe benefit of staff providing daily supervision.

B.4.2 The congregate care daily per-diem payment equates to the actual number of children/youths served, multiplied by the number of actual days of service, multiplied by the negotiated congregate care daily per-diem.

B.4.3 MONTHLY ADMINISTRATIVE RATE

B.4.3.1 The District shall pay the Provider a monthly administrative rate as shown in Section B.2-Price Schedule CLINs 0002, 1002, 2002, 3002, and 4002. This pre-negotiated rate will be divided into 12 equal amount with 1/12 to be paid monthly. The administrative rate includes the following; portions of the administrative personnel salaries and the associated fringe benefits, occupancy for office and associated cost, travel and transportation, supplies and minor equipment, communication cost, other direct cost and the indirect cost/overhead cost, to be paid monthly without regard to number of children/youth placed during the month.

B.4.4 COST REMBURSEMENT

B.4.4.1 The Provider will be paid monthly on a cost reimbursable basis for the cost of negotiated budgeted line items and/or services that are not included in either the congregate care daily per-diem or the monthly administrative rate.

B.4.4.2 The Provider will be reimbursed for costs that are supported and substantiated after they have been expended and reported by the Provider within the amounts set forth in Section B.2 and as shown in the corresponding budget forms in Attachment "A".

B.4.4.3 Providers shall not mark-up the cost reimbursement allowable expenses on this contract with indirect cost of overhead, general, and administrative cost. Profit may not be charged against cost reimbursement expenses under this HCA. Tangible items charged under the cost reimbursement CLIN (such as vehicles, computers, or equipment) will become the property of the District of Columbia.

B.5 COST CEILING

B.5.1 CLINS 0003, 1003, 2003, 3003, and 4003, of the HCA set forth the ceiling amount for the cost element of the HCA ("ceiling").

B.5.2 The amount for performing this cost element of the HCA shall not exceed the ceilings specified in the CLINs 0003, 1003, 2003, 3003 and 4003.

B.5.3 The Provider shall notify the contract administrator, in writing, whenever it has reason to believe that the total amount for the performance of this HCA will be either greater or substantially less than the ceilings.

B.5.4 As part of the notification, the Provider shall provide the contract administrator a revised estimate for the ceilings for performing the HCA.

B.5.5 The District is not obligated to pay the Provider for amounts incurred in excess of the ceilings specified in the HCA and the contractor is not obligated to continue performance under this HCA (including actions under the Termination clauses of this HCA) or otherwise incur amounts in excess of the ceilings specified in the HCA, until the contracting officer notifies the Provider, in writing, that the ceilings have been

increased and provides revised ceilings for performing this HCA. No notice, communication, or representation in any form from any person other than the contracting officer shall change the ceilings. In the absence of the specified notice, the District is not obligated to pay the contractor for any amounts in excess of the ceilings, whether such amounts were incurred during the course of the HCA performance or as a result of termination. If the contracting officer increases the ceilings, any amount the Provider incurs before the increase that is in excess of the previous ceilings shall be allowable to the same extent as if incurred afterward, unless the contracting officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

- B.5.6** A change order shall not be considered an authorization to exceed the applicable ceilings, unless the change order specifically increases the ceilings.
- B.5.7** At any time or times before final payment and three (3) years thereafter, the contracting officer may have the Provider's invoices or vouchers and statements audited. Any payment may be adjusted for prior overpayments or under payments or (2 not to constitute allowable, allocable, or reasonable costs. This section is subject to the Disputes provision of the HCA.

C.1 BACKGROUND

- C.1.1** The Government of the District of Columbia's Child and Family Services Agency (CFSA, or the Agency) is charged with protecting children and youth from abuse and neglect; and, for those needing to be removed from their homes, ensuring a foster care placement that can effectively support children and youth in achieving their goals of safety, permanence, and well being. All children and youth deserve a permanent home and the nurture and support of a loving family. CFSA continues to prioritize family based foster homes for young and older children alike; but recognizes that this may not always be an option, particularly for older youth.
- C.1.2** CFSA plans to utilize congregate care (or group care) services for those children and youth aged 13 to 21 whose needs cannot be met in a family based foster care setting. CFSA expects Providers of congregate care services to establish a structured treatment environment that will assist the child in achieving developmental goals, and to work just as diligently as Providers of family based foster care to support children and youth in achieving goals for permanence and well being. Diagnostic assessment will also serve this age range, as well as those aged 12 and under, for a limited amount of time while undergoing assessment and awaiting a more permanent placement.
- C.1.3** Providers of congregate care services shall provide children and youth with high quality services that promote a safe and stable foster care placement, encourage positive youth development, and support in achieving permanence. As such, CFSA expects that the congregate care programs will support the Agency in meeting the LaShawn A. v. Bowser Amended Implementation Plan (AIP) benchmarks set forth for the Agency.
- C.1.4** Congregate care programs shall be responsive to the individual needs of the child or youth from the point of initial placement through achievement of his/her goals. CFSA expects Provider programs to address the placement needs of children and youth with minimal, if any, transfer across Provider Agencies. The Provider shall facilitate preparing the child or youth for successful step-down, or connection with a family member or significant individual, and progression toward successful independence and self-sufficiency.

C.2 CONTINUUM OF CARE

- C.2.1** The Provider shall have the capacity to meet the individual needs of the child or youth from a clinical, developmental, and permanence perspective. The Provider shall sustain a treatment environment and facilitate service delivery that assists the child or youth to stabilize and improve behavioral functioning to enable progress toward his or her goals.
- C.2.2** The Provider shall work with the Case Manager (CFSA or assigned Private Agency social worker) to move the child or youth along a continuum of care within its own

service framework, or in collaboration with other congregate care Providers, as per the child or youth's case and service plans. Preference may be given to those Providers with a comprehensive array of services that minimizes the need for multiple placements, including step-down from higher levels of care.

- C.2.3** The Provider shall develop one or more care environments along the continuum that includes Diagnostic Assessment, Traditional Group Home Care, Therapeutic Group Home Care, Teen Bridge Program, Independent Living Main Facility, Independent Living Residential Units, and Teen Parent Programs. Within these types of care, the Provider may propose to target a sub-population with specific needs or characteristics.
- C.2.4** If the Provider offers limited care options along the continuum of service levels, the Provider shall develop collaborative working relationships across Provider Agencies that can accommodate effective transition from one level of care to another. The Provider shall work with the CFSA or Private Agency Social Worker on transitions from congregate care to a family-based care setting, including placement with kin.
- C.2.5** The Provider of Teen Bridge Program shall serve youth aged sixteen (16) to twenty-one (21) that prepares youth, within a timeframe of six (6) months to one year, for transition to an independent living program, college/vocational training program, or independence

C.3 DEFINITIONS

- C.3.1** Abscondence – The child or youth is absent from an approved placement due to escape, runaway or truancy status.
- C.3.2** Aftercare – Those services put in place post-foster care placement to support the child or youth in his or her subsequent phase of permanency or independence.
- C.3.3** Agency – the Child and Family Services Agency, or CFSA.
- C.3.4** Axis 1 Diagnosis – Outlined by the Diagnostic and Statistical Manual of Disorders (DSM-IV), includes all psychiatric diagnoses with the exception of personality disorders and mental retardation.
- C.3.5** Behavior Management Plan – A written document that targets the specific problematic behaviors of a child/youth, and the identified interventions in the placement setting that will encourage and support the child/youth in decreasing or eliminating the inappropriate behaviors that are interfering with success.
- C.3.6** Case Manager or Case Coordinator – The CFSA Social Worker, or child-placing, private agency Social Worker, assigned to a child or youth placed in foster care. The Case Manager (or Case Coordinator) is responsible for the development and implementation of a case plan to meet the child or youth's permanency goal. The Case Manager acts as lead, and works in collaboration with the Provider to ensure the

individual needs of the child or youth are being met through the prompt and effective delivery of services to fulfill the case plan requirements, and the comprehensive Individual Service Plan (ISP) or Individual Transitional Independent Living Plan (ITILP).

- C.3.7 Case Management** – The process by which a case plan is developed, implemented, and revised accordingly toward the achievement of the goals and objectives outlined in the case plan for the child or youth and his/her family.
- C.3.8 Case Plan** – A written document developed by the Case Manager for a child or youth that has a child abuse or neglect case with CFSA. The plan outlines the goals and objectives for the child and family, and the timeframes for achieving these goals. Case plans are reviewed periodically to assess progress and identify barriers to meeting the plan's goals and objectives.
- C.3.9 Office of Youth Empowerment (OYE)** – The life skills program managed by CFSA's. The OYE administers the federally-funded Chafee Foster Care Independence Program and prepares youth with the skills necessary for self-sufficiency and independent living. OYE services are available to youth aged 16 to 21 years currently placed in foster care, or youth aged 18 to 21 that have been discharged from foster care prior to their 21st birthday.
- C.3.10 Child** – A child, or childhood, refers to the time period between the stages of birth and puberty.
- C.3.11 Child placing Private Agency** – A private agency contracted by CFSA and appropriately licensed in the service jurisdiction to provide “child placing” or “family based foster care” which includes case management and placement services.
- C.3.12 Confidentiality** – The safeguarding of information regarding children, youth and families in accordance with the Health Information Portability and Accountability Act (HIPAA) laws, and all federal and District laws governing confidentiality.
- C.3.13 Congregate Care Services** – Term used by CFSA to describe residential care provided in group settings for children and youth placed in foster care.
- C.3.14 Continuum of Care** – A range of foster care services from those minimally restrictive to those that are more structured and restrictive that addresses the needs of children and youth in terms of foster care placement and treatment options. The full continuum includes family based foster care (traditional and therapeutic), diagnostic assessment, group home care (traditional and therapeutic), teen bridge (pre-ILP), independent living programs, teen parent programs, developmentally disabled care, and medically fragile care.
- C.3.15 Core Service Agency (CSA)** - The Department of Mental Health (DMH) ensures DC residents receive high quality mental health services through a certification program

for mental health service providers. Mental health services provided by Core Service Agencies are Medicaid-reimbursable.

- C.3.16** Discharge planning – The process of planning for a child or youth’s discharge from his/her current placement setting that takes place a minimum of thirty (30) days prior to discharge, and includes a plan for care and service supports needed by a child or youth and his/her family post-discharge.
- C.3.17** Facilitate - To coordinate actions that ensure access to the services and case activities outlined in each child or youth’s ISP or ITILP. The Provider’s “facilitation” ensures services are fully implemented for children and youth.
- C.3.18** Family-based Care (or setting) – Any setting in which children and youth are living in a licensed home with a family, and is not congregate or residential care. For example, family-based foster care, a natural or biological home, or approved placement with kin.
- C.3.19** Family-based Foster Care – Foster care that is provided in a family-based environment, and licensed by DCMR Chapter 60 regulations or the respective service jurisdiction.
- C.3.20** *Human Care Agreement (HCA)* – A written agreement for the procurement of education or special education, health, human, or social services pursuant to DC Official Code, Section 2-303.06A, to be provided directly to individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally or physically ill, unemployed, or minors in the custody of the District of Columbia.
- C.3.21** Individualized Education Plan (IEP) – The written plan developed for the child or youth that identifies and outlines educational needs and services, and is incorporated into the ISP/ITILP.
- C.3.22** Individualized Health Plan (IHP) – The written plan developed for the child or youth that identifies and outlines the health needs and service delivery, and is incorporated into the ISP/ITILP.
- C.3.23** Independent Living Program (ILP) – A licensed, residential foster care program for youth aged 16 to 21 that present sufficient maturity to live without regular and continuous supervision and monitoring. Programming may be provided in a main facility or residential apartment units as determined by age and developmental functioning.
- C.3.24** Individual Service Plan (ISP) – The written, comprehensive plan for a child or youth that specifically identifies all the goals, objectives, strategies, services, and responsible parties and resources required to address the assessed strengths and needs. The Case Manager develops the plan with collaboration from the Provider, and leads periodic reviews that include the child or youth, and all relevant parties.

- C.3.25 Individual Transitional Independent Living Plan (ITILP)** – The written, comprehensive plan that specifically identifies all the goals, objectives, strategies, services and responsible parties and resources to address the assessed strengths and need areas of a CFSA child or youth. The Case Manager develops the plan with collaboration from the Provider, and leads periodic reviews that include the child or youth, and all relevant parties. This plan has more focus on independent living skill goals and objectives than an ISP.
- C.3.26 Individualized Treatment Plan (ITP)** – The written plan developed for a child or youth that identifies and outlines the treatment needs, and is incorporated into the ISP/ITILP. This plan shall include the specific services needed by the child or youth to meet their treatment goals, including the scope, frequency and duration of the services needed. Documentation of the service shall include: the name of the child and Medicaid number (if available); name of Provider and professional credentials; the service provided, and the time, date, place, and length of the service; and a note describing how the services relates to the treatment goal.
- C.3.27 Mental Health Service Provider:** May be one of the following: a Department of Mental Health Cores Service Mental Health Service Provider Agency (CSA); a CFSA contracted vendor; a Crime Victims mental health provider; or a mental health provider through the Health Services for Children with Special Needs (HSCSN) network.
- C.3.28 Multi-disciplinary Team and “Teaming”**– A group of professionals representing various aspects of the child or youth’s well-being interests from a health, mental health, educational, life and social skills, and permanence perspective that collaborate toward meeting the needs of the child or youth through assessment and service planning and delivery. CFSA’s teaming process is a shared decision-making approach that is coordinated and primarily led by the Case Manager. In most instances, it is the Case Manager who leads the engagement process and the formulation of the team. There may be occasions in which another facilitator leads the team’s planning efforts. In cases such as that of an older youth, or a family nearing permanency, another member of the team may naturally or voluntarily assume the role of team leader. In each of these scenarios, the Case Manager retains primary responsibility for the direction and management of the case, including ensuring decisions made by the team are carried out by the responsible party.
- C.3.29 Permanent or “Lifelong” Connection** – An enduring connection established between the youth and at least one adult committed to a safe, stable and supportive relationship in order to provide lasting support and guidance to the youth as he/she transition from foster care to self-sufficiency. This is a permanent connection that should last beyond the youth’s involvement with CFSA. The adult may or may not be a family member.
- C.3.30 Post-Traumatic Stress Disorder (PTSD)** - An anxiety disorder that can develop after exposure to one or more traumatic events that threatened or caused grave physical harm; or a severe and ongoing emotional reaction to extreme psychological trauma.

- C.3.31 Provider Agencies (or Providers)** – Licensed, private agencies providing group or family based foster care services to children and youth placed by CFSA in foster care via a business agreement between the private agency and CFSA.
- C.3.32 Quality Assurance** – The process for identifying gaps in services, evaluating and tracking the completeness and accuracy of service delivery based on compliance with statutory and regulatory requirements, and examining and monitoring the performance of staff.
- C.3.33 Qualified Provider** – A Provider of human services that has received a human care agreement as per a review process of organizational qualifications to deliver services.
- C.3.34 Resident** – A child or youth placed in foster care residing in a foster care placement setting.
- C.3.35 Step-down** – the term used for transitioning a child or youth from a more restrictive level of foster care to that which is less restrictive. For example, transition of a youth from a therapeutic group home to a traditional group home or an independent living program. Or, transition of a child from a group home to a family based foster care setting.
- C.3.36 Supportive Assistance:** Tasks and activities completed by the Provider's staff that support a child or youth's visits with family members to include siblings, parents, other significant family members, and/or resources that can serve as "permanent or lifelong connections". Such activities include, among others initiated by the Provider, coordination of visits via phone contacts with family members; supervision of visits at the facility or another location; and proactive inclusion of family members or resources in Provider-sponsored events.
- C.3.37 Task Order** – An order for services placed against an established human care agreement.
- C.3.38 Teen Bridge Program** – A congregate care placement setting for youth aged 16 to 21 that is short-term in duration (between six months to one year). The program provides individualized services to prepare youth to successfully transition to a less restrictive setting such as an independent living program, college or vocational school, or a family-based environment.
- C.3.39 Teen Parent Program** – A structured and supportive program for pregnant and parenting teens placed in foster care with dependent children
- C.3.40 Therapeutic Group Home Care** – Intensive, therapeutic residential care delivered by appropriately credentialed personnel who provide therapeutic techniques and interventions in a licensed, group home environment for children and youth aged 13 to 21 placed in foster care.
- C.3.41 Traditional Group Home Care** – Less restrictive, but structured, treatment provided in a licensed, group home environment for children and youth aged 13 to 21 placed in

foster care.

C.3.42 Units of Service – Term used for the purpose of billing for services delivered by a Provider to a client, in this case a child or youth placed in care by CFSA. Units defined in 15-minute increments of service or more.

C.3.43 Youth - Youth is the period between childhood and adulthood, described as the period of physical and psychological development from the onset of puberty to maturity and early adulthood. Definitions of the specific age range that constitutes youth vary. For the purposes of this document, the age range for a youth is age 15 to 21.

C.4 TARGET POPULATION

C.4.1 CFSA shall utilize congregate care foster placement services for children and youth aged thirteen (13) to twenty-one (21) that enter foster care due to abuse and neglect whose needs cannot be met in a family based foster care setting.

C.4.2 The Provider of Teen Bridge Program shall serve youth aged sixteen (16) to twenty-one (21). The Provider shall serve male children and youth in facilities separate from female children and youth.

C.4.3 The Provider of a Teen Bridge Program shall serve youth in need of a short-term, structured program that enables positive youth development, and readies the individual for a less structured environment. The Provider shall prepare the youth within a six (6) month to one (1) year period. These youth will benefit from a community based setting, but with minimal need for substantive, on-site, clinical intervention in the group home. Behaviors most appropriately served include those typical of youth having suffered abuse and neglect, and warrant the need for structured treatment with basic mental health supports.

C.4.4 The Provider of a Teen Bridge Program may serve youth first entering foster care; transferring into this level of care from a more therapeutic level once improved behavior and cognitive functioning has been achieved; or, with less frequency, transitioning back from a treatment setting if the youth has made significant strides in functioning.

C.5 SPECIFIC PROGRAM and SERVICE REQUIREMENTS

C.5.1 Case Planning

C.5.1.1 CFSA maintains case management responsibility via an assigned Case Manager (CFSA Social Worker or child-placing, private agency Social Worker). The Provider shall support the activities of the Case Manager in the case planning process in the achievement of safety, permanence and well-being objectives for the child or youth.

- C.5.1.2** The Provider shall support the case plan objectives by providing supportive assistance to complete family and sibling visits.
- C.5.1.3** The Provider shall ensure that its staff, the children and youth themselves, and any significant family members and/or significant individuals, are actively involved in the case planning process.
- C.5.1.4** The Provider shall participate in all CFSA conferences, reviews, meetings, and court hearings pertaining to case planning, treatment, placement setting, permanency, and family resources, to include, at a minimum, all Quality Service Reviews (QSR's), Administrative Reviews, multi-disciplinary ISP/ITILP, and other related reviews.
- C.5.1.5** The provider can participate in CFSA reviews, court hearings, by phone only when absolutely necessary.

C.5.2 Service Planning

- C.5.2.1** The Case Manager shall take the lead while collaborating with the Provider to develop the Individual Service Plan (ISP) that includes the following components: Behavior Management Plan (BMP), Individualized Treatment Plan (ITP), Individualized Education Plan (IEP), Individualized Health Plan (IHP), as well as any additional elements outlined in 29 DCMR Section 6259 "Contents of the Individual Service Plan".
- C.5.2.2** The Provider shall work with the child or youth to meet his/her ISP objectives by providing a structured treatment environment that assures curative care, designated treatment, appropriate service referrals and linkages, and participation in progress review and planning.
- C.5.2.3** The Case Manager shall collaborate with the Provider to convene a multi-disciplinary team for regularly scheduled ISP reviews for children and youth in its care that include the Case Manager, the Provider's most relevant staff managing service planning, any pertinent professionals in the assessment and/or service delivery array, the child or youth, and any pertinent family members.
- C.5.2.4** The Provider shall provide CFSA with documentation on all service related developments for each child or youth placed in its care. See Section C.6.10 of this agreement for documentation requirements.

C.5.3 Service Array

As part of, and in addition to, basic services outlined in 29 DCMR Chapter 62, the Provider shall deliver this array of services as part of an overall strategy for meeting the needs for positive physical, social and emotional development. The services must be appropriate to the age, gender, sexual orientation, cultural heritage, and the developmental and functional level of the child or youth. The services shall include

those outlined in the individualized service plan for each child or youth, and be based on any assessments completed. The service array shall include, among others, the following services:

- C.5.3.1** Daily structured programming;
- C.5.3.2** Behavior management system;
- C.5.3.3** Mental health services and supports, such as individual and group counseling, crisis intervention, medication management;
- C.5.3.4** Health care services and coordination;
- C.5.3.5** Educational and vocational support services;
- C.5.3.6** Therapeutic recreation;
- C.5.3.7** Family services, to include visitation and building permanent connections;
- C.5.3.8** Life and social skills development;
- C.5.3.9** Community connections;
- C.5.3.10** Transportation services;
- C.5.3.11** The Provider shall document for CFSA all pertinent information for the purpose of data collection, monitoring, and inclusion in case records and pertinent service plans.

C.5.4 Daily Structured Programming

- C.5.4.1** The Provider shall establish and ensure a structured routine and schedule of events and activities that promotes healthy development and improves social and behavioral functioning. The routine and schedule should incorporate all elements outlined in this “Specific Service Requirements” section. Children or youth should have minimal, if any, periods of unstructured time in their daily routine.
- C.5.4.2** The Provider shall provide daily structured programming in accordance with the sample Facility Schedule as outline in Attachment O of the Provider’s Business Plan.

C.5.5 Behavior Management System

- C.5.5.1** The Provider shall develop and implement a comprehensive behavior management system that outlines policy and protocol for all children and youth placed in the group home environment. The Provider shall fully describe in its business plan the approach to managing children and youth’s ability to progress within the established rules and norms of the program. This plan must include the modality to be used, for example an incentive-based point system, and the specifics of how this will be applied.
- C.5.5.2** The Provider shall develop a Behavior Management Plan (BMP) for each child or youth that notes progress in behavior both positive and negative. The Provider shall include goals and objectives in the plan that address any maladaptive behaviors that may hinder the individual from functioning well in the group home, school, with family, or in the community. The Provider shall review and

update the plan periodically in the context of the service plan and/or treatment plan reviews.

- C.5.5.3** The Provider shall employ behavior management techniques to assist the child with behavior problems in understanding the consequences of inappropriate behavior and minimize the negative side effects that interfere with the child's personal development and community integration. Behavior management shall develop, restore, manage and maintain the child's mental or emotional growth and teach and reinforce appropriate behaviors.
- C.5.5.4** The Provider shall have a policy in place that describes the monetary allowance system for children and youth placed in care. This information shall be available upon request of the CA. All costs and policies shall be aligned with CFSA related protocols.
- C.5.5.5** The Provider's Behavior Management Plan is as outlined in the Business Plan.

C.5.6 Mental Health Services and Supports

- C.5.6.1** The Case Manager, in consultation with CFSA's Office of Clinical Practice (OCP), shall address health, mental health and educational needs and plans for each child in collaboration with the DC Department of Mental Health via a network of sub-contracted Medicaid (preferred) or non-Medicaid Providers (if deemed necessary). The Provider shall assist in the facilitation of assessment and provision of the mental health services as outlined in a child or youth's Individualized Treatment Plan (ITP). The ITP is a component incorporated into the Individualized Service Plan (ISP) for the child or youth.
- C.5.6.2** The Provider, as part of the multi-disciplinary team, shall participate in the development and implementation of an Individualized Treatment Plan (ITP) that identifies and outlines the services needed for children or youth placed in care. The ITP shall be based on the information derived from the evaluation and assessment conducted by the Mental Health Service Provider; shall include present level of functioning in the domains mentioned above; shall maintain treatment objectives in measurable terms; shall indicate the specific services and supports necessary to meet the unique needs of the child or youth; and shall include names and titles of persons responsible for implementing the ITP. The ITP must be signed by an appropriate clinician such as a psychiatrist, psychologist, licensed professional counselor; or, a licensed independent social worker or licensed graduate social worker, under the supervision of a psychiatrist, psychologist or LICSW.
- C.5.6.3** The Provider shall ensure transportation to and documentation of any individual or group mental health counseling or psychotherapy services obtained, in accordance with a child or youth's ITP, that includes face-to-face intervention by an appropriate clinician such as a psychiatrist, psychologist, licensed professional

counselor; or, licensed independent clinical social worker or licensed graduate social worker, under the supervision of a psychiatrist, psychologist, or LICSW.

C.5.6.4 The Provider shall provide on-site, individual and group counseling (no more than 8 children or adolescents to 1 professional) that is psycho-educational in nature to address, but not be limited to, the following topics:

C.5.6.4.A Grief, loss and separation counseling - to assist the child with abnormal or complicated grief, loss and separation reactions to help separation, prolonged grief, and address masked somatic or behavioral symptoms as a result of the grief response.

C.5.6.4.B Anger management techniques and training – to assist in managing “anger”, which is a normal, natural reaction to situations that cause disappointment, hurt, frustration, sadness, and other negative emotions

C.5.6.4.C The counseling outlined by Section C.5.6.4 of this section, refers to counseling that is “psycho-educational” in nature, and shall be made available to all residents.

C.5.6.5 The Provider shall employ crisis prevention and intervention services to stabilize and assist the child or youth in returning to his/her pre-crisis level functioning when having experienced emotional and behavioral turmoil. The Provider shall have staff trained in de-escalation techniques in order to foster a curative environment such that the need to seek external provision of such services is only in rare cases of extreme outburst or instability.

C.5.6.6 The Provider shall employ medication management techniques that can review with the child and caregiver the symptomatology of the illness; educate the child or youth and his/her caregiver regarding the benefits and side effects of the child’s medication; instruct and assist the child and caregiver in the self-administration of the medication; and observe the child or youth’s vital signs and level of performance to ensure that adverse side effects are minimized. Medication management shall be provided by a physician or registered nurse (RN)

C.5.6.7 The Provider shall facilitate access, service linkages and monitoring of these services to assist and enable the child or youth to receive services authorized in the ITP.

C.5.7 Health Care Services

C.5.7.1 The Provider, in collaboration with the Case Manager, shall plan, facilitate, and coordinate all preventive, routine, and emergency health care needs for each child or youth in coordination with the child or youth’s IHP and CFSA’s Clinical and Health Services Administration in the Office of Clinical Practice. All services will be initiated with DC Medicaid Providers to the extent possible.

- C.5.7.2** The Provider shall collaborate with CFSA's Clinical and Health Services Administration to ensure an Individualized Health Plan (IHP) is developed and included in the child or youth's Individual Service Plan. The IHP shall fully identify health needs, and describe the services required to meet these needs.
- C.5.7.3** The Provider, in collaboration with the Case Manager, shall follow CFSA's referral process to access medical services and for communicating appointment outcome information to CFSA.
- C.5.7.4** The Provider shall follow CFSA's methods for securing, in a timely manner, all medically recommended health and therapeutic services including, but not limited to, medication, physical and occupational therapy, glasses, hearing aids, prosthetic devices, and corrective physical and dental devices.
- C.5.7.5** The Provider, in collaboration with the Case Manager and the Office of Clinical Practice, shall facilitate the provision of physician-prescribed in-home nursing and any other specialized health services in accordance with the case plan and Individualized Health Plan and sanctioned by CFSA's Clinical and Health Services Administration.
- C.5.7.6** The Provider, in collaboration with the Case Manager, shall refer all pregnant youth to the Office of Clinical Practice and Health Services Administrations. The Office of Clinical Practice will coordinate, with the Case Manager, appropriate community-based prenatal care through a Medicaid Obstetric and Gynecological Provider for all youth in need of and seeking such services.
- C.5.7.7** The Provider shall, in an emergency, facilitate transport and accompany the child or youth to the nearest medical facility, as well as provide the facility with Medicaid information. The Provider or CFSA staff shall remain with the child for the duration of any emergency treatment. The Provider shall notify the Case Manager as soon as possible. The Provider shall notify the Office of Clinical Practice's Clinical and Health Services Administration through the 24 hour on-call phone: 202-498-8456. The Provider shall not consent to treatment. In a true life-threatening emergency, treatment will be initiated by the emergency room staff.
- C.5.7.8** The Provider shall include in its training plan a module that prepares staff on the health care topics to include, among others, the following: Early Periodic Screening, Diagnosis, and Testing (EPSDT), HIV/AIDS, communicable diseases, universal precautions, nutrition, diabetes, dental/oral care, asthma, well child care.
- C.5.7.9** The Provider shall follow CFSA's guidelines for youth affected by HIV and AIDS.
- C.5.7.10** The Provider shall ensure on-call availability of a physician for emergent and urgent services and consultations.

C.5.8 Educational and Vocational Services

- C.5.8.1** The Provider shall be responsible for meeting the educational and vocational needs of all youth placed in its care. In collaboration with the Case Manager, the Provider shall arrange for and ensure that each school-aged resident attends an educational or vocational program in accordance with all applicable federal, state and local laws and the child/youth's Individual Service Plan (ISP) and Individualized Education Plan (IEP).
- C.5.8.2** The Provider shall be responsible for enrolling and transporting all school-age children and youth to educational, extra-curricular, vocational and/or mentoring activities; unless otherwise provided by the school district, another community-based service provider, or arranged by CFSA, to address a specialized educational need as defined in the service plan.
- C.5.8.3** The Provider shall ensure that youth who are no longer required to attend school under the District of Columbia's or local jurisdiction's Compulsory Education Law receive directly, or are appropriately linked to, a continuing education or vocational training program in preparation for economic independence.
- C.5.8.4** The Provider shall maintain the children or youth's educational records; including, but not limited to, report cards, educational testing and Individualized Education Plans (IEP's). The Provider shall make copies of all educational information available to CFSA on a monthly basis; or more often if the Provider receives pertinent information between monthly reviews.
- C.5.8.5** The Provider shall ensure that all children and youth in need of Special Education receive assessment by the assigned school, or another authorized Special Education evaluator approved by the District of Columbia Public Schools (DCPS). In coordination with the Case Manager, the Provider shall participate in all meetings held at the child or youth's local school in order to develop and enhance the IEP.
- C.5.8.6** The Provider shall comply with education policies set forth by DCPS and CFSA regarding the provision of special education services and other guidance on a variety of education-related topics. The CFSA Education Unit is available for consultation and assistance in this area.
- C.5.8.7** The Provider shall facilitate educational enrichment programs and activities for children and youth.
- C.5.8.8** The Provider shall identify those educational duties and responsibilities for which congregate care staff and/or other HCA staff will be accountable (e.g., attendance at school conferences, provision of school supplies, assistance with homework, regular contact with teachers). The plan shall also include description of the educational equipment provided to youth to assist and enrich educational endeavors such as provision of computers, adequate study areas, in-home tutoring

(paid or non-paid), and other assistance. School supplies shall be provided by the Provider.

- C.5.8.9** The Provider shall facilitate tutoring, mentoring, and other remedial and advocacy services on-site, via community-based providers, or via CFSA's Office of Clinical Practice. The Provider shall document the provision and quality of the service.
- C.5.8.10** The Provider shall ensure children and youth presenting any educational limitations, and or meeting criteria listed below, receive tutorial/remedial services:
- C.5.8.10.A** Two or more grade levels behind age-appropriate academic performance;
 - C.5.8.10.B** Reporting grades of D's or F's;
 - C.5.8.10.C** Services recommended by IEP;
 - C.5.8.10.D** Services recommended by school;
 - C.5.8.10.E** Services recommended by a psychological evaluation, or;
 - C.5.8.10.F** Services recommended by the ISP.
- C.5.8.11** CFSA encourages the provision of mentoring services for all children and youth being cared for in congregate care. The Provider shall work to develop innovative provision of mentoring services that are community-based, linked to professional groups, and/or are on a volunteer basis. Mentoring services should be supplemental activities to tutoring and recreational endeavors already provided by the congregate care program. CFSA provides mentoring services to children and youth identified and referred by their Case Manager, but is moving in the direction of the provision of mentoring services by volunteers. CFSA seeks innovative design of services that are supplied by the Provider with minimal, or no cost, to CSFA.
- C.5.8.12** The Provider shall inform and document for CFSA all pertinent educational information for the purposes of data collection, monitoring, and inclusion in case records and pertinent education and service plans.
- C.5.8.13** The Provider shall link youth to vocational services as per any service objectives set forth in the child or youth's ISP. These services shall include vocational assessment and training programs.
- C.5.9 Therapeutic Recreation**
- C.5.9.1** The Provider shall facilitate recreational programming for children and youth that includes positive, pro-social recreational activities that reduce the risk of engaging in antisocial behaviors, and serves as a protective factor as they permanently transition from foster care to the community.
- C.5.9.2** Programs shall ensure recreational activities that spark the child or youth's interest, enhance self-confidence, nurture the development of hobbies, and may

serve as a long-term activity. The Provider shall ensure sufficient recreational supplies, equipment and activities. Participation in music, arts and sports is encouraged. The Provider's programming shall provide weekly recreation and experiential outings as part of their schedule of activities, to include both group and individual outings.

C.5.10 Family Visitation and Building Permanent Connections

- C.5.10.1** The Provider shall work collaboratively with the assigned Case Manager to develop a plan for visits between the child or youth and his/her siblings and family members that is in accordance with case plan requirements, and is appropriate considering family circumstances.
- C.5.10.2** The Provider shall provide supportive assistance in facilitating visits between the child or youth and his/her family members to include parents, siblings, and other significant persons, in settings that are conducive to positive family interaction.
- C.5.10.3** The Provider shall collaborate with the Case Manager in developing permanent connections between children/youth and a significant individual in the child or youth's life who can serve as a permanent resource.

C.5.11 Life and Social Skills Training and Development

- C.5.11.1** The Provider shall ensure programming that includes a comprehensive curriculum that includes those life and social skills outlined in 29 DCMR Chapter 62 Section 6270.
- C.5.11.2** The Provider shall facilitate group and individualized life skills sessions as part of its programming.
- C.5.11.3** The Provider shall ensure that residents aged sixteen (16) and older are enrolled and actively participate in CFSA's Independent Living Program, Office of Youth Empowerment (OYE).
- C.5.11.4** The Provider shall develop a curriculum that provides residents an opportunity to consistently apply the expectations and activities of the OYE.
- C.5.11.5** The Provider shall collaborate with the OYE on the development and implementation of a Pre- and Post-Assessment instrument to evaluate the child or youth's progress on life and social skills that may be reviewed by CFSA.
- C.5.11.6** The Provider shall facilitate employment assistance and job coaching for youth. The Provider shall ensure the youth is attending employment schedule.

C.5.12 Community Connections

C.5.12.1 The Provider shall ensure that children and youth develop skills for living successfully in the community. The program shall make community resources available to children and youth, and encourage participation and involvement in community based programming. Volunteer civic activities, use of public agencies/services such as the local library and health clinic, and recreational activities at a local gym or community center are some examples of such skills.

C.5.12.2 The Provider shall ensure that every child or youth has an opportunity to participate in religious services of his/her choice, or to refrain from religious practice if so desired. The Provider shall make meal choices or alternatives available that respect the religious practices of children and youth.

C.5.12.3 The Provider shall link children or youth with organizations that can provide education and support services for any gay, lesbian, bisexual, transgendered and questioning children and youth in need of these services.

C.5.13 Transportation

C.5.13.1 The Provider shall facilitate transportation for children and youth. The Provider shall ensure vehicles include all safety devices required by law. (The Provider shall provide evidence of any proposed vehicle(s) to be utilized, and CFSA will monitor the condition for the purpose of ensuring safe transport of children and youth. The Provider shall submit upon request of the CA, copies of vehicle registrations and inspections, if applicable).

C.5.13.2 The Provider shall facilitate transportation for children/youth to all:

- C.5.13.2.A** Routine and emergency medical and mental health appointments;
- C.5.13.2.B** Daily school/educational, extra-curricular and vocational activities;
- C.5.13.2.C** Recreational activities;
- C.5.13.2.D** Community activities;
- C.5.13.2.E** Family activities and visits;
- C.5.13.2.F** Reviews, court appearances, and conferences.

C.6 GENERAL REQUIREMENTS

C.6.1 Regulatory and Policy Compliance

C.6.1.1 The Provider operating programs of Traditional Group Home Care within the District of Columbia shall be licensed by the DC Child and Family Services Agency in accordance with Chapter 62 of Title 29 of the District of Columbia Municipal Regulations, entitled "*Licensing of Youth Shelters, Runaway shelters, Emergency Care Facilities, and Youth Group Homes*".

C.6.1.2 The Provider of services operating a program in a jurisdiction other than the District of Columbia shall meet the licensing requirements for the jurisdiction in which the facility is operating; and shall also comply with any District of Columbia licensing

requirements that may be more stringent. A program operating a facility in another jurisdiction is not required to seek a District of Columbia license, but must provide evidence of licensure for the jurisdiction within which the facility is operating.

- C.6.1.3** The Provider's facilities shall maintain compliance with all local and federal housing and building code regulations, including both external and internal handicap-accessibility.
- C.6.1.4** The *LaShawn A. v. Bowser* Amended Implementation Plan (AIP) requires CFSA to ensure facilities serve youth in the most family-like manner by restricting the number of children and youth served in a single congregate care facility to no more than eight (8). The only permissible exception to placement of a child/youth in a facility serving more than eight (8) residents is if the individual needs of the child/youth require specialized care that can only be provided in a larger facility.
- C.6.1.5** The Provider shall ensure programming is consistent with policies, procedures and standards promulgated by the DC Child and Family Services Agency.
- C.6.1.6** The Provider shall comply with all District and Federal funding requirements and any related policies established by CFSA to ensure funding of programs and services outlined in this Scope of Services and the associated Human Care Agreement.
- C.6.1.7** All Providers shall comply with the District of Columbia's drug-free workplace certification requirement (29 DCMR § 8207). Failure to comply with the requirements may render a Provider subject to suspension of invoice payments, termination of the HCA or other available legal remedies.
- C.6.1.8** In accordance with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, no person eligible for services shall, on the grounds of race, color, religion, nationality, sex, or political opinion, be denied the benefits of, or be subjected to discrimination under, any program activity receiving HCA funds.
- C.6.1.9** The Provider shall maintain an environment that is free of discrimination and harassment based on gender identity, sexual orientation, religious and racial/ethnic background, and/or disability.
- C.6.2 Location of Services**
 - C.6.2.1** The Provider that possesses a license for the congregate care services being offered to CFSA may add new locations to serve CFSA referrals. These new locations must be licensed within 90 days of the issuance of a task order.
- C.6.3 Service Integration/Linkage**
 - C.6.3.1** The Provider shall demonstrate formal relationships and agreements with other CFSA service providers, District agencies serving children, youth and families, and

community-based organizations. The services shall be appropriate to the age, gender, sexual orientation, cultural heritage, developmental and functional level, as well as the learning ability of each youth. The Provider shall provide evidence of such a service network via sub-contracts, formal service agreements, and memoranda of understanding among members of the service network upon request of the CA. The responder needs to submit evidence of an established service network with some form of formal, written agreement.

C.6.4 Family-Centered Practice

C.6.4.1 The Provider shall employ a family-centered approach to care that includes, when appropriate, parents, family members and other significant individuals in the youth's life. In coordination with the CFSA Case Manager, the Provider shall facilitate visitation between the youth and family members (including siblings) and other significant individuals in the youth's life. Visits may occur in the child or youth's home community, in the homes of pertinent relatives and significant individuals, and/or at the group home site. Phone calls and other forms of communication shall also be encouraged between the child/youth and relatives, as well as other significant individuals. The Provider shall support family participation throughout the duration of the placement in care, regardless of the permanency goal.

C.6.5 Cultural and Linguistic Competence

C.6.5.1 The Provider shall ensure culturally competent services that ensure staff understand and are familiar with the youth's culture, reinforce positive cultural practices, and acknowledge and build upon ethnic, socio-cultural and linguistic strengths. The Provider shall endeavor to employ staff representative of the community served.

C.6.5.2 The Provider shall have the capacity to provide linguistically competent services through staff that are fluent in the languages spoken by the children and youth being served, or from another source providing such services. The Provider shall have the capacity to serve hearing impaired clients.

C.6.6 Community-Based Services

C.6.6.1 The Provider shall assist children and youth in maintaining connections with schools, churches, friends and families, as deemed appropriate, in collaboration with the CFSA Social Worker. The Provider shall develop and maintain linkages that strengthen the relationship with the child/youth's home communities, and/or the community in which he/she may be residing upon discharge.

C.6.6.2 The Provider shall develop a community-based network of services and affiliations that will facilitate supportive services for youth and their families in the community of origin, community of placement, and community where a potential kinship care or family-based foster care provider resides.

C.6.6.3 The Provider shall implement a model or practice that supports youth in becoming

involved in community-based services. Further description is included in Section C.5.12 “Community Connections”.

C.6.7 Administrative Operations - Mandatory and Unusual Incident Reporting

C.6.7.1 The Provider shall report any alleged child abuse, neglect or other risk to residents’ health and safety to the CFSA hotline (202-671-SAFE).

C.6.7.2 The Provider shall follow the procedures and requirements outlined in 29 DCMR Chapter 62 licensing regulations for mandatory reporting of unusual incidents, and in accordance with CFSA policy. The Provider shall also file an unusual incident report any time the resident and staff has engaged in an event that is significantly distinct from normal routine or procedure of the resident, the program, the staff, or any person relevant to the resident.

C.6.8 Organizational Requirements

C.6.8.1 The Provider shall submit information regarding its organization that includes the mission, organizational structure, location, services and programs offered.

C.6.8.2 The Provider shall submit a current organizational chart that displays organizational relationships and demonstrates the staff member with responsibility for administrative oversight and supervision for each activity required under this HCA, staff with training authority, staff with programmatic and clinical responsibility, and all other key staff, including main office and the congregate care facility staff.

C.6.8.3 The Provider shall maintain a policies and procedures manual(s) that, at a minimum, describes in detail the philosophy and approach to care, program management, admissions, service delivery, behavior management, facility management and safety measures, staffing guidelines and training requirements, and residents’ rules of conduct to include rights and responsibilities and grievance procedures.

C.6.8.4 The Provider organization shall maintain a Board of Directors, or similar governing body, that provides legal oversight and is comprised of representatives from the community with experience in governance, financial management, fundraising, child welfare expertise, and any other experience pertinent to administration of a therapeutic group home environment.

C.6.9 Quality Assurance

C.6.9.1 The Provider shall comply with the monthly requirements for progress note documentation regarding children and youth placed by CFSA (see Section C.5.2, C.5.3, C.6.10 and C.7 for details of documentation requirements), and with any data requests made by CFSA in regard to children and youth cared for as per this agreement.

C.6.9.2 The Provider shall develop and maintain a quality assurance system that collects and assesses, at a minimum, the data outlined in Section C.7 “Performance Indicators and Outcomes”. CFSA will monitor this system and data pertinent to the quality of care of CFSA children and youth.

C.6.10 Recordkeeping and Documentation Requirements

C.6.10.1 The Provider shall send to the Case Manager preparatory documents prior to the scheduled ISP review meeting, and a summary update to the plan following the review for inclusion in the CFSA case record. The Provider shall ensure that these monthly reviews and updates to the ISP include detailed notes on the child or youth’s progress, and lack thereof, for inclusion in the CFSA case record.

C.6.10.2 The Provider shall establish and maintain an up-to-date record on each child or youth in its care. The record shall include all service planning, treatment, progress notes, and other information pertinent to the child or youth in a manner conducive to managing care and audit review.

C.6.10.3 The Provider shall submit to CFSA’s Business Services Administration (BSA) all progress notes on treatment and service delivery that fully outline the care provided to children and youth. On a monthly basis, the Provider shall include summary notes on dates of service, the service providers and their credentials, the nature and extent of the service, units of service, and place of service.

C.6.11 Admission, Intake, Discharge and Aftercare

C.6.11.1 The Provider shall be equipped to admit children and youth into its program on a 24-hour-a day, 7 day-a-week basis, for each day of the year, including holidays.

C.6.11.2 The Provider shall accept youth under the care of the Child and Family Services Agency for placement in its program. If the Provider accepts non-CFSA youth into placement, the following shall be ensured:

C.6.11.2.A An adequate approach to confidentiality issues;

C.6.11.2.B The provisions of D. C. Code § 16-2320 are adhered to regarding “commingling of juveniles”.

C.6.11.3 CFSA’s Placement Administration has sole authority for making placement referrals. Referrals of CFSA-involved children and youth made from private agencies shall not be accepted without authorization of the CFSA Placement Administration. The Provider shall have a “no reject policy” and accept all children and youth referred by the Placement Administration up to the maximum number of beds for which the Provider is contracted. The Provider shall be allowed to reject placements in the following situations: where the acceptance of the youth endangers the youth or others or poses a serious threat to others or when acceptance of the youth violates the legal requirements of separation of juvenile delinquents

and non-juvenile delinquents and in cases that are outside of the requirements of Chapter 63.

C.6.11.4 The Provider shall only discharge children and youth from a program as part of a planned change, as established according to the CFSA case plan as identified as one or more of the following circumstances. A formal conference must take place in coordination with the Case Manager and the CFSA Placement Administration:

C.6.11.4.A The child or youth has progressed in functioning and development, and is ready for a less restrictive level of care;

C.6.11.4.B The child or youth is in need of a more intensive, therapeutic program (as identified by the CFSA Case Manager);

C.6.11.4.C The child or youth is to be reunified with family or relatives;

C.6.11.4.D The child or youth is to be placed in a family-based foster care setting;

C.6.11.4.E The child or youth is to be adopted;

C.6.11.4.F The child or youth has adequately met his/her independent living goals and is ready to leave foster care.

C.6.11.5 The Provider shall retain the child or youth in his/her current placement setting until a decision has been made by the Case Manager and CFSA. If CFSA determines that re-placement is the most appropriate plan, the Provider shall retain the child or youth in the current placement with continued supports until a safe, timely transition can be realized.

C.6.11.6 If the Provider is requesting a placement shift to a more intensive, therapeutic program, the child or youth must meet the established criteria for therapeutic placement that includes, among other criteria, one or more DSM IV diagnoses, at least one of which is an Axis 1 diagnosis (excluding adjustment disorder). The Provider shall also produce documentation to CFSA of all progress notes, behavior management techniques employed by the program, crisis intervention and support services applied, and any relevant documents from mental health professionals. The Case Manager and the CFSA Placement Administration will make the determination as to the need for therapeutic care.

C.6.11.7 The Provider shall ensure that discharge and aftercare planning is incorporated into the ISP in a timely manner, and not later than thirty (30) days prior to a child or youth's discharge from that program. The Provider shall collaboratively plan with the Case Manager.

C.7 PERFORMANCE INDICATORS AND OUTCOMES

C.7.1 The Provider shall maintain a quality assurance system that includes the collection and review of both quantitative and qualitative data for the purposes of program evaluation and determination of outcome achievement for children and youth. This system shall give full consideration of CFSA's performance and outcome measures. The Provider shall make its quality assurance system and data available for CFSA review, and shall also be responsible for monthly submission of documentation on

service delivery and treatment progress (as outlined in Section C.5 of this agreement).

- C.7.2** The Provider is to ensure provision of a safe, nurturing and curative environment that supports the child or youth in positive youth development and achievement of his/her goals and objectives. In collaboration with the Case Manager, the Provider shall develop an Individual Service Plan (ISP) or Individual Transitional Independent Living Plan (ITILP) that is aligned with the case plan, and identifies and tracks service delivery. The Provider shall provide, or facilitate access to, services that support the child or youth in achieving his or her goals. The Provider shall review the ISP or ITILP with the Case Manager on a monthly basis to assure services are continually assessed, and are being delivered in accordance with the child or youth's goals and objectives. The Provider shall also develop resources to support youth during adolescence and into adulthood in the form of relationships with family, or significant individuals akin to family.
- C.7.3** CFSA shall monitor the Provider's ability to facilitate monthly ISP/ITILP reviews, and the extent to which programming, treatment and services are being delivered effectively to the child or youth.
- C.7.4** As part of its quality assurance system, the Provider shall collect data pertinent to the performance indicators and outcome areas outlined in this section. The Provider shall work collaboratively with CFSA in further development of indicators and outcome measures in the areas of safety, permanence and well being. The following represents the three broad child welfare outcome areas with a sampling of performance indicators developed for each area.
- C.7.4.1 Safety**
- C.7.4.1.1. *Safe Haven*** – the care environment will ensure safety and adequate supervision of children/youth to maintain safety for residents.
- Performance Indicators:
- C.7.4.1.1.A.** Incidence of Critical Events and Serious Unusual Incidents that compromise safety of residents.
- C.7.4.1.1.B.** Incidence of substantiated findings of Institutional Abuse/Neglect or Program Concerns detected as part of an investigation or routine monitoring.
- C.7.4.1.2. *Adequacy of staff*** – staff will be adequately screened, qualified and supervised.
- Performance Indicators:
- C.7.4.1.2.A.** Rate of regularity for completion of required criminal background and child protection registry clearances.

C.7.4.1.2.B. Occurrence of staff credentialing, qualification, and training standards met.

C.7.4.1.2.C. Rate of maintaining staffing array fulfilled and staff retained.

C.7.4.2 Permanence

C.7.4.2.1 *Placement Stability* – Placements will be stable and purposeful. Provider will only facilitate planned placement setting changes that place child or youth in accordance with formal plans (case plan and the ISP/ITILP and its components), and with the goal of placement in less restrictive placement settings.

Performance Indicators:

C.7.4.2.1.A. Incidence of unplanned discharge of children or youth.

C.7.4.2.1.B. Rate of planned placement setting shifts that are in accordance with formal plans for treatment and permanence.

C.7.4.2.1.C. Level of supportive assistance in achievement of permanency goal.

C.7.4.2.2 Permanent or “Lifelong” Connection - transition to a family based placement setting; and/or development of a significant relationship with an adult who can serve as a resource to this child or youth throughout adolescence and into adulthood.

Performance Indicators:

C.7.4.2.2.A. Rate of regularity of completed family visits to include parents (if appropriate), siblings, and/or any other family members identified in the case plan.

C.7.4.2.2.B. Incidence of “permanent connection” to significant adult.

C.7.4.2.2.C. Incidence of successful transition from congregate care to family based care for those youth that do not have a goal of Alternative Planned Permanent Living Arrangement (APPLA).

C.7.4.3 Well Being

- C.7.4.3.1** Successful provision of required services leading to achievement of goals and objectives – the services are provided or facilitated in accordance with the child or youth’s ISP or ITILP; BMP; ITP; IEP; IHP; case plan; or any other pertinent plan, toward the achievement of the child or youth’s defined goals and objectives.

Performance Indicator:

- C.7.4.3.1.A.** Rate of regularity of services being facilitated and/or delivered as per the ISP/ITILP and its components.
- C.7.4.3.1.B.** Rate of regularity of child or youth making progress or achieving well being goals to include educational and vocational, independent living, health, and any other goals specified in the ISP/ITILP.

- C.7.4.3.2** *Stabilization and improvement in cognitive and behavioral functioning* - which may include achievement of a reduction in symptom severity and frequency during the child or youth’s stay;

Performance Indicators:

- C.7.4.3.2.A.** Reduction or elimination of the need for behavioral interventions.
- C.7.4.3.2.B.** Occurrence of children or youth that demonstrate enhanced cognitive, social and behavioral functioning as a result of services/interventions.
- C.7.4.3.2.C.** Incidence of youth successfully prepared and transitioned to a less restrictive level of care.

SECTION D: PACKAGING AND MARKING

Not Applicable

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant HCA shall be governed by clause number (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.
- E.2** CFSA AI CFSA-09-7 dated April 24, 2009 is applicable.

SECTION F – HUMAN CARE SERVICE DELIVERY AND PERFORMANCE**F.1 TERM OF AGREEMENT**

- F.1.1** The term of this Human Care Agreement shall be for a base period of one (1) year with (4) additional one year option periods, from the date of award subject to the continuing availability of funds for any period beyond the end of the fiscal year in which this Agreement is awarded.
- F.1.2** If the provider fails to perform its obligations under this Human Care Agreement in accordance with the Agreement and in a timely manner, or otherwise violates any provision of this Human Care Agreement, the District may terminate this Human Care Agreement for default or convenience of the District upon serving written notice of termination to the Provider in accordance with sections 7, 9 or 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated March, 2007, hereafter referred to as “Standard Contract Provisions”, which is incorporated into this Agreement as Incorporated Attachment 1.
- F.1.3** The District reserves the right to cancel a task order issued pursuant to this Human Care Agreement upon thirty (30) days written notice to the Provider.

F.2 AGREEMENT NOT A COMMITMENT OF FUNDS OR COMMITMENT TO PURCHASE

This Agreement is not a commitment by the District to purchase any quantity of a particular good or service covered under this Human Care Agreement from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by purchase order or task order pursuant to this Human Care Agreement.

F.3 OPTION TO EXTEND TERM OF THE AGREEMENT

- F.3.1** The District Government may extend the term of this Human Care Agreement for a period of four (4) one (1) year option periods, or fractions thereof, by written notice to the Provider prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Human Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of an option is subject to the availability of funds at the time of the exercise of the option. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.
- F.3.2** The service rates for the option periods shall be as specified in Part I, Section B, Human Care Services and Service Rates.

- F.3.3** If the District exercises an option, the extended Human Care Agreement shall be considered to include this option provision.
- F.3.4** The total duration of this Human Care Agreement including the exercise of any options under this clause shall not exceed five (5) years.
- F.3.5** Should the District exercise the Human Care Agreement option for option year number 3, the Provider shall be required to complete a new CQR.

F.4 DELIVERABLES

Number	Deliverable	Qty.	Format/Method of Delivery	Due Date	To Whom
1	Mandatory and Unusual Incident Reporting	1	Hard copy/Telephone	In accordance with 27 DCMR Chapter 62	In accordance with 27 DCMR Chapter 62
2	Progress Notes	2	Hard Copy	Monthly	Business Service Administration and Contracts Monitoring and Program Improvement (CMPIA)
3	CKL pre and post assessment	1	Hard Copy	As requested	Contracts Monitoring and Program Improvement
4.	First Source Requirement	1	Hard Copy	In accordance with section H.4.5	Contracting Officer
5	Emergency Response Plan and training provisions for Emergency Response Plan	1	Hard Copy	In accordance with section H.16	CA

- F.4.1** The Provider shall submit to the District, as a deliverable, the report described in section H.4.5 of this HCA that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Provider does not

submit the report as part of the deliverables, final payment to the Provider may not be paid.

F.4.2 Progress notes which shall be submitted monthly may be submitted electronically, but must include: name of social worker or service provider, licensure of social worker or service provider, description of services provided, time and duration of service provided, location of service provided, as well as the name, client ID, case ID, social security number of the child to whom services were provided. Basically, the notes must describe the “who, what, where, why, when, and how” of service provision.

- who (who is the service provider and who is the recipient of service)?
- what (what type of service was provided?);
- where (where/what location did provision of service take place)?
- why (why was the service provided?)
- when (when/what date and time did the service take place? and
- how (how were services provided i.e. via face-to face, telephone, etc.) services were provided.

Note: All of the above information shall also be maintained in the client’s case file.

SECTION G: HCA ADMINISTRATION DATA**G.1 INVOICE PAYMENT**

- G.1.1** The District will make payments to the Provider, upon the submission of proper invoices, at the prices stipulated in this HCA, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this HCA.
- G.1.2** The District will pay the Provider on or before the 30th day after receiving a proper invoice from the Provider.

G.2 INVOICE SUBMITTAL

- G.2.1** CFSA shall use information generated from the Placement Provider Web (PPW) application for payment of placement services. The PPW is an application within the FACES database system whereby placement Providers certify the requisite placement information, through the Monthly Placement Utilization Report (MPUR), necessary to generate payment invoices to CFSA Fiscal Operations.
Example: The District will utilize the following formula each month to determine how much it will pay the Provider for the Per Diem Services: $f = (c \times d \times e)$ where “f” represents the total payment for Per Diem Services; “c” represents the number of children actually placed with the Provider over the course of the month; “d” represents the Per Diem rate set forth in the HCA; and “e” represents the number of days in the month. Assuming the actual number of children served is 35 and the Provider’s Per Diem rate is \$100 and the month is 30 days long, under the above formula, the District will pay the Provider \$105,000 for Per Diem Services (calculated by multiplying 35 children X \$100 Per Diem X 30 days).
- G.2.2** The Provider will solely utilize the PPW system and the MPUR to submit the necessary information to generate all invoices for payment.”
- G.2.3** The Provider shall not certify the information within the MPUR earlier than the first day of the following month subsequent to the service month.
- G.2.4** Once an MPUR is certified by the Provider for the generation of an invoice, it cannot be modified.
- G.2.5** The Provider shall designate a staff member to serve as an approving authority for the PPW. Designated staff must complete the requisite PPW training prior to the issuance of secure access to the system.
- G.2.6** If the Provider is unable to access the PPW, it is the Provider’s responsibility to contact the CFSA Computer Information Systems Administration (CISA) helpdesk for technical assistance.

- G.2.7** If there is a substantive, not technical, problem with the Provider's PPW invoice, it is the Provider's responsibility to contact the designated CFSA Fiscal Operations technician to resolve the issue.
- G.2.8** If the Provider fails to submit its invoices through the PPW and the MPUR, the Provider accepts that said invoices may not be processed within the normal statutory timeframes.
- G.2.9** The Provider shall submit invoices via email, to CFSA's Fiscal Operations Administration (Office of the Chief Financial Officer) at cfsa.accountspayable@dc.gov or via regular mail delivery to:

Child and Family Services Agency
Fiscal Operations
200 I Street SE, Suite 2030
Washington, DC 20003

No later than 20 days after the last day of any month in which services are provided. The invoices shall include the Provider's name, address, invoice number, date, tax ID number, DUNS number, HCA number, description of services, price, quantity and date, other supporting documentation or information, as required by the Contracting Officer, name, title, telephone number and address of both the responsible official to whom payment is to be sent, and the responsible official to be notified in the event of a defective invoice and authorized signature.

G3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G3.1** For HCAs subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.4.5.
- G3.2** No final payment shall be made to the Provider until the CFO has received the Contracting Officer's final determination or approval of waiver of the Provider's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G4 METHOD OF PAYMENT

- G4.1** The District will pay the amount due the Provider under this HCA in accordance with the terms of the HCA and upon presentation of a complete and properly executed invoice.

G5 ASSIGNMENTS

- G.5.1** In accordance with 27 DCMR § 3250, unless otherwise prohibited by this HCA, the provider may assign funds due or to become due as a result of the performance of this HCA to a bank, trust company, or other financing institution.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this HCA, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of money claims pursuant to authority contained in the HCA, the Provider, not the Assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
Make payment of this invoice _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Providers

- G.6.1.1** The District will pay interest penalties on amounts due to the Provider under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

- G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

- G.6.2.1** The Provider shall take one of the following actions within 7 days of receipt of any amount paid to the Provider by the District for work performed by any subcontractor under a HCA:
- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the HCA; or

- b) Notify the District and the subcontractor, in writing, of the Provider's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Provider shall pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Provider at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Provider and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

HCA may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Tara Sigamoni
Agency Chief Contracting Officer
Child and Family Services Agency
200 I Street, S.E., Suite 2031
Washington, D.C. 20003
(202) 724-5300

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this HCA.

G.8.2 The Provider shall not comply with any order, directive or request that changes or modifies the requirements of this HCA, unless issued in writing and signed by the Contracting Officer.

- G.8.3** In the event the Provider effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the HCA price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA)

- G.9.1** The CA is responsible for general administration of the HCA and advising the Contracting Officer as to the Provider's compliance or noncompliance with the HCA. In addition, the CA is responsible for the day-to-day monitoring and supervision of the HCA, of ensuring that the work conforms to the requirements of this HCA and such other responsibilities and authorities as may be specified in the HCA. The CA for this HCA is:

Ransom Washington, Jr. Program Manager
Child and Family Services Agency
Program Improvement
Foster Care Resources Administration
Contracts Monitoring Division
200 I street S.E. 3rd Floor, Suite 3201
Washington, D.C. 20003
Ph: 202-727-7060
Fax: 202-727-3348

- G.9.2** The CA shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the HCA.
- G.9.3** The Provider may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 ORDERING AND PAYMENT

- G.10.1** The Provider **shall not** provide services or treatment under this Agreement unless the Provider is in actual receipt of a purchase order or task order for the period of the service or treatment that is signed by the Contracting Officer.
- G.10.2** All purchase orders or task orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Agreement, the Agreement shall take precedence.

- G.10.2.1** Task Orders may be issued up to the maximum capacity that the provider is capable of providing. However, the District does not guarantee that the maximum capacity will be met.

G.10.3 Compliance with Service Rates

- G.10.3.1** The District will only pay, in accordance with the service rates shown in Part 1, Section B, Human Care Services and Service Rates for services provided under this Human Care Agreement. If any overpayment occurs, the Provider shall repay the District the full amount of the overpayment.

- G.10.3.2** If mailed, a purchase order or task order shall be considered “issued” by the District when deposited in the mail. Orders may be transmitted electronically.

G.11 QUARTERLY/ANNUAL EVALUATIONS

The Provider shall be evaluated on a quarterly basis throughout the performance period of this HCA. The CA will be required to submit and discuss the evaluations with the Contracts and Procurement Administration. The Contracts Compliance Officer will discuss the evaluations with the Provider as well as advise the Provider of their right to respond in writing to the evaluation within thirty (30) days of receipt. All evaluations and Provider’s responses will become part of the official HCA file for a period of three years and may be used to document past performance and support source selection decisions.

G.12 MONITORING

- G.12.1** The Provider shall comply with the Child and Family Services Agency’s Contract Monitoring and Performance Improvement Administration’s (CMPIA) protocol for monitoring this Human Care Agreement and task order requirements and deliverables.
- G.12.2** The Provider shall be expected to submit data and quality assurance information that enables CFSA Monitors to review the status of service delivery, outcomes and indicators.
- G.12.3** The Provider shall allow CMPIA to complete periodic scheduled and unscheduled site visits as needed and at any location determined necessary by CMPIA to assess performance, monitor, discuss and report on the delivery of services required under this Human Care Agreement and task order.
- G.12.4** The Provider shall participate in all technical assistance and support activities as requested by the Provider, or as deemed necessary as part of any CMPIA designated Program Improvement Plan (PIP).

G.12.5 If resolution through the designated Contract Monitoring Division (e.g. Congregate Care) does not lead to closure, the Provider may initiate an appeal of formal monitoring findings in writing, to the Contracting Officer.

SECTION H: SPECIAL HCA REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The provider shall be bound by the Wage Determination No. 2005-2103, Revision No. 16, Dated July 8, 2015, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. §351 et seq.) and incorporated herein as Section J.1.4 of this HCA. The Provider shall be bound by the wage rates for the term of the HCA. If an option is exercised, the Provider shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Provider may be entitled to an equitable adjustment.

H.2 PUBLICITY

The Provider shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the HCA, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this HCA.

H.3 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District HCA with a private Provider to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the HCA is made. If the Provider receives a request for such information, the Provider shall immediately send the request to the CA designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Provider pursuant to the HCA, the CA will forward a copy to the Provider. In either event, the Provider is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Provider for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.4.1 The Provider shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, § 2-219.01 et seq. ("First Source Act").

H.4.2 The Provider shall enter into and maintain, during the term of the HCA, a First Source Employment Agreement, in which the Provider shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this HCA shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.4.3 The Provider shall submit to DOES, no later than the 10th each month following execution of the HCA, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The compliance report for the HCA shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social Security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.4.4 If the HCA amount is equal to or greater than \$100,000, the Provider agrees that 51% of the new employees hired for the HCA shall be District residents.

H.4.5 With the submission of the Provider’s final request for payment from the District, the Provider shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.4.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.4.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.4.6.

H.4.6 The Contracting Officer may waive the provisions of section H.4.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Provider;
- (2) The Provider is located outside the Washington Standard Metropolitan Statistical Area and none of the HCA work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Provider enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the HCA.

H.4.7 Upon receipt of the Provider's final payment request and related documentation pursuant to sections H.4.5 and H.4.6, the Contracting Officer shall determine whether the Provider is in compliance with section H.4.4 or whether a waiver of compliance pursuant to section H.4.6 is justified. If the Contracting Officer determines that the Provider is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the CA.

H.4.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.4.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the HCA. The Provider shall make payment to DOES. The Provider may appeal to the D.C. Contract Appeals Board as provided in the HCA any decision of the Contracting Officer pursuant to this section H.4.8.

H.4.9 The provisions of sections H.4.4 through H.4.8 do not apply to nonprofit organizations.

H.5 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.5.1 For all new employment resulting from this HCA or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Provider shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.5.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.5.2 The Provider shall negotiate an Employment Agreement with the DOES for jobs created as a result of this HCA. The DOES shall be the Provider's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.6 PROTECTION OF PROPERTY:

The Provider shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this HCA.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the HCA, the Provider and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. § 12101 *et seq.*

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the HCA, the Provider and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. § 794 (1983) *et seq.*

H.9 DISTRICT RESPONSIBILITIES

N/A

H.10 PROVIDER RESPONSIBILITIES

H.10.1 Subcontracts

The provider shall not subcontract any of the work or services provided in accordance with this Agreement to any subcontractor without the prior written consent of the Contracting Officer. Any work or service that may be subcontracted shall be performed pursuant to a written subcontract agreement, which the District shall have the right to review and approve prior to its execution. Any such subcontract shall specify that the provider and the subcontractor shall be subject to every provision of this Human Care Agreement. Notwithstanding any subcontract approved by the District, the provider shall remain solely liable to the District for all services required under this Human Care Agreement.

H.10.2 The Provider bears primary responsibility for ensuring that the Provider fulfills all its Human Care Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Human Care Agreement.

H.10.3 The Provider shall notify the District immediately whenever the Provider does not have adequate staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

H.10.4 STAFFING REQUIREMENTS FOR TEEN BRIDGE PROGRAM

H.10.4.1 Staffing Array and Qualifications

H.10.4.1.1 The Provider of Teen Bridge Program shall staff its program with an array of staff and qualifications as per the guidelines outlined in this section.

H.10.4.1.2 Oversight shall be provided by the Executive director, the Program Operations Manager and the Program Director. These positions shall be shared across three program areas, namely, The Teen Bridge Program, Specialized Foster Care and Traditional Group Home.

H.10.4.1.3 The District does not guarantee that it will enter into Agreements with the Provider for the Specialized Foster Care and Traditional Group Home.

H.10.4.1.4 The Clinical Coordinator (licensed clinician) shall oversee all youth counseling consultative and social work duties. Position descriptions are incorporated by reference.

H.10.4.1.5 The Provider's professional staff, (full-time or a contracted employee) shall fulfill all qualifications per the Human Care Agreement and regulatory requirements and shall have a professional degree in his or her respective field from an accredited college or university and or valid license or certificate if required. Direct care staff shall be over age 22 and have at least a high school diploma and/or a General Equivalency Diploma (GED). Staff shall receive CPR and First Aid instruction during their pre-service training at hire, and shall maintain updated certificates annually. For those staff that are responsible for transporting youth, a valid driver's license along with vehicle insurance must be maintained. Trained staff (shift Supervisors and some Youth Care Workers) shall provide prescription medication administration to admitted youth.

H.10.4.1.5.A The Provider's Executive Director shall have a Master's degree in a pertinent field and a minimum of five (5) years experience, including administrative and supervision responsibilities, with a preference of knowledge in family centered services. Knowledge concerning youth with behavioral problems and/or with concurring disorders, diagnostic and assessment programming, congregate care services, juvenile justice services, as well as community-based inhome service provision is desired. The ability to establish professional and organizational ties and facilitate networking, collaborations and partnerships is preferred. The Provider's

personnel currently serving in this capacity has a Master's in Public Administration.

- H.10.4.1.5.B** The Teen Bridge Program Director shall have a Masters degree in Social Work, Psychology, Public Administration, or related field; or Bachelors in a related field, with a minimum of four years experience in directing programs serving children or adolescents, contingent upon completion of a MA program within three years. Two years experience working with youth in congregate care settings.
- H.10.4.1.5.C** The Shift Supervisor (Home Supervisor) for the Teen Bridge Program shall have a Bachelor's degree in human services field.
- H.10.4.1.5.D** Associates for Renewal in Education, Inc. direct care staff, including the Youth Care Workers, shall have a High School diploma or equivalent, and a minimum of two years experience in residential service, client management, recreational and therapeutic activities, behavioral intervention, and participation in case planning processes. Higher educational qualifications may be substituted for experience. All staff must be at least 22 years of age. The direct care staff shall have at least some college credit, possess a concern for youth and a strong desire to work in the human care services field.
- H.10.4.1.5.E** Social Work Coordinator with a Masters Degree and licensed in Social Work (LICSW preferred); or, Masters Degree in Psychology with experience managing clinical care. If the position is not filled by a LICSW, the functions of this position must be supervised by psychiatrist, psychologist, or LICSW. The Social Work Coordinator's shift must include core hours when residents are in the home.
- H.10.4.1.5.F** Educational and Life Skills Coordinator(s) that have a Bachelors Degree in Education, Social Work, Psychology or related field, and a minimum of two (2) years experience working with adolescents in a psycho-educational capacity.
- H.10.4.1.5.G** Quality Assurance Coordinator with a Bachelors or Masters Degree in Public Administration or Policy, Education, Social Work, or a related field with experience in data collection and quality assurance. The Provider's current staff person assigned to this position is a license Psychologist, Certified Life Skills Coordinator and Director of Residential Services with a BA degree in Communications.

- H.10.4.1.6** The Provider shall ensure that the following *minimum* staffing to resident ratio is upheld at all times in the group home:
- H.10.4.1.6.A** 1 staff to every 4 residents during morning, day and evening hours
- H.10.4.1.6.B** 1 staff to every 4 residents during the overnight shift
- H.10.4.1.7** The Provider shall develop staffing patterns during the core hours when residents are in the group home that include staff with expertise and specific activities/services to coordinate/deliver to residents. Staff shall be incorporated into the staffing pattern that provide services to children and youth such as tutoring, mentoring, recreation, counseling services, life skills, and other services beneficial to positive development.
- H.10.4.1.8** The Provider shall ensure a minimum of one (1) Direct Care staff member be on shift 24 hours per day even if all residents have off-site, day-time schedules. The Provider shall have staffing patterns that allow for children/youth to remain in their assigned home if sick, and have the ability to return to and enter the site for any unannounced change in their daily schedule. The Provider shall have two (2) staff present at all times there is a resident present in the facility.
- H.10.4.1.9** The Provider shall have access to on-call coverage by a physician or psychiatrist for urgent services, consultation, and medication administration.
- H.10.4.1.10** The Provider may utilize a registered nurse (RN) for medication administration that meets the credentials outlined in 29 DCMR Section 6263.
- H.10.4.1.11** The Provider's key personnel are as listed in Section IV Staffing Requirements page 31 as outlined in their Business Plan.
- H.10.4.1.12** The Provider shall ensure program staff has training, experience and skill in child and adolescent development, clinical coordination, behavior management, child abuse and neglect, family dynamics, crisis prevention and intervention, psychotropic medication and medication management, and identification and treatment of alcohol and substance abuse.
- H.10.4.1.13** CFSA shall allow Provider flexibility in managing costs to include those for meeting the staffing requirements. The functions described in this section must be fulfilled, but the Provider is given latitude in having certain positions serve more than one site. For example, the Program or Site Director may serve in this capacity for more than one site (or facility). However, the "Residential Home supervisor" and a "Case manager" serve in slightly distinct capacities. The staffing array outlines a "Residential Home supervisor" with responsibility for managing the facility and its staff. The "Social Work Coordinator" plays a distinct role in that this person is required to have a

Masters degree and licensure in Social Work, or Masters in Psychology with experience managing clinical care. The educational and clinical preparation requirements are more stringent for the Social Work Coordinator-which may be more closely related to the “Case Manager” position you describe.

H.11 STAFF SECURITY REQUIREMENTS

H.11.1 The Provider shall conduct routine, pre-employment child protection and criminal record background checks of the Provider’s staff and prospective staff to include consultants and sub-contracts with access to children. All staff, employees, consultants and sub-contractors must be cleared through the Child Protection Register and the Police Department of the jurisdiction(s) in which the staff member resided during the five years prior to employment under this HCA, as well as cleared through the District of Columbia Metropolitan Police Department, and the jurisdiction in which they will be providing services. The Provider shall ensure that employees, consultants and subcontractors obtain FBI and local police clearances every two (2) years, and a Child Protection Registry clearance on an annual basis.

H.11.2 The Provider shall not employ any staff in the fulfillment of work under this Human Care Agreement unless said person has undergone both background checks evidencing there are not any convictions of the following:

- H.11.2.1** Child abuse;
- H.11.2.2** Child neglect;
- H.11.2.3** Spousal abuse;
- H.11.2.4** A crime against children, including child pornography;
- H.11.2.5** A crime involving violence, including but not limited to, rape, sexual assault, homicide and assault;
- H.11.2.6** Or, there is any information that the staff has been identified as a possible abuser or neglecter in a pending child abuse or neglect case.

H.11.3 The Provider shall screen new employees for drug and alcohol abuse, and then conduct subsequent, continuous testing on a random basis in accordance with 29 DCMR Section 6228.7

H.11.4 The Provider shall require staff to undergo a physical examination in accordance with 29 DCMR Section 6228.6.

H.11.5 The Provider shall terminate any staff for which an allegation of any of the following has been substantiated by an investigation by CFSA’s Institutional Abuse Unit or a comparable Child Protective Services unit in any jurisdiction:

- H.11.5.1** Neglect of children;
- H.11.5.2** Physical abuse of children, families or staff members;
- H.11.5.3** Sexual abuse or harassment of children, families or staff members;
- H.11.5.4** Verbal or emotional abuse of children, families or staff members;

- H.11.5.5** Drug or alcohol use on the premises or with children and families, or such that the staff is under the influence while on duty;
 - H.11.5.6** Failure to report any allegation of child abuse and/or neglect to CFSA and to the appropriate law enforcement or social service agency in the jurisdiction in which the allegation occurred.
- H.12** The Provider shall place a staff on suspension or administrative leave and bar access to children or youth following an allegation, and during the time of investigation into those criteria listed in above in Section H.11.5 of this agreement.
- H.13** CFSA will consider as sufficient cause for placement restriction, and possible result in HCA termination, the Provider's failure to dismiss employees for the conditions listed in Section H.11.5 of this agreement.
- H.14** CFSA retains the right to make additional recommendations on staffing security issues that may come to its attention during staff record reviews.
- H.15** **STAFF TRAINING AND DEVELOPMENT**
 - H.15.1** The Provider shall ensure staff can effectively perform the roles and responsibilities associated with their positions. All Provider training plans shall be in accordance with the requirements of 29 DCMR Chapter 62 Section 6229 on Staff Development to include, at a minimum:
 - H.15.1.A** 20 hours of instructional training for new employees;
 - H.15.1.B** 20 hours of experiential training for new employees;
 - H.15.1.C** 40 hours of annual training for staff each subsequent year.
 - H.15.2** The training topics shall include, among others, that which is outlined in 29 DCMR Section 6229.3. In addition, the Provider shall ensure all staff possess current first aid and CPR training as per 29 DCMR Section 6229.4, and shall provide training on the health topics outlined in Section C.5.7.8 of this agreement.
 - H.15.3** The Provider shall ensure that all key staff (direct care) persons upon hire participate in a two-week, approximately 40- hour mandatory orientation/pre-service training program provided by the provider. The Provider shall instruct the Staff on all HCA and regulatory training requirements outlined in 29 DCMR Section 6229.3 and 6229.4 and health screening, testing, HIV/AIDS, communicable diseases, universal precautions, nutrition, diabetes, dental/oral care, asthma, well child care health topics. The training shall be held each month and the extensive training shall be competency-based with written documentation of staffs skill level and performance.
 - H.15.4** The Provider shall maintain training records, including name and credentials of trainers, staff attendance and copies of the curriculum.

H.16 EMERGENCY RESPONSE AND PLAN

H.16.1 The Provider shall have an emergency response plan that provides back-up power generators for the facility and an alternate location for residents that can serve as temporary housing and care in the event of a natural or man-made disaster. The Provider shall submit this plan within thirty (30) days of HCA award to the CA.

H.16.2 The Provider shall submit training provisions for its emergency response plan within three (3) days of HCA award to the CA.

H.17 EMERGENCY RESPONSE/EMERGENCY PLAN

H.17.1 The Provider, at a minimum, shall have the following to address emergency requirements:

- 1) Facilities – address the requirement for back-up power generators; address a back-up location in case clients need to be re-directed for temporary housing and/or care; address training provisions in case of natural or man-made disasters.
- 2) Clients – address back-up actions in case of natural or man-made disasters where children could be unable to go to primary locations; address back-up locations to gather; address alternate phone numbers for children to call; address alternate trusted individuals that children can reach in be cared for; address training on all these aspects for CFSA, administrators, parents and children.
- 3) Plan – ask for a plan on conducting all of this, including the written plan, training, and CFSA's role.

H.18 HCA TRANSITION PERIOD

H.18.1 In the event of either termination or pending expiration of this HCA, the Provider shall assist the Agency in the smooth and orderly transition of the children in its care to a new Provider. This time shall be identified as the Transition Period.

H.18.2 The CFSA Placement Administration shall provide the Provider, no later than seven (7) days prior to the start of the Transition period, a Transition Plan, which, at a minimum, lists all children to be moved with anticipated moving dates.

H.18.3 During the Transition Period the Provider shall cooperate with the CFSA CA (Identified in Section G) to ensure that all clients are transitioned in accordance with Chapters 62 and 63 of 29 DCMR, as amended.

H.18.4 The Provider shall continue to provide the services as described in this HCA during the Transition Period, in accordance with Chapters 62 and 63 of 29 DCMR, as amended. The Provider shall continue to follow the billing procedures outlined in Section G of this HCA.

H.18.5 The Transition Period shall be no more than sixty (60) days prior to the expiration date of the HCA. If the Transition Period is utilized to the expiration of the HCA, the Provider is to submit the final invoice within 30 days of the HCA expiration.

H.19 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR PROVIDERS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.19.1 A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions:

All positions that provide direct services to wards of CFSA.

H.19.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:

All positions that involve transporting wards of CFSA

H.19.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.19.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.19.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

(A) a written authorization which authorizes the District to conduct a criminal background check;

in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions:

All positions that provide direct services to wards of CFSA.

- H.19.2** The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:

All positions that involve transporting wards of CFSA

- H.19.3** The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.
- H.19.4** The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.
- H.19.5** The Contractor shall obtain from each applicant, employee and unsupervised volunteer:
- (B) a written authorization which authorizes the District to conduct a criminal background check; accuracy and completeness of the report; and
 - (C) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.
- H.19.6** The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.
- H.19.7** Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:
- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
 - (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.14.5(C);

- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
 - (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
 - (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.
- H.9.8** The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.
- H.19.9** Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.19.10** The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.19.11** The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- H.19.12** The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.19.13** The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the contracting officer of the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.19.14** The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.19.15** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded *nolo contendere* to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.19.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for

current employees and unsupervised volunteer in the positions listed in sections H.14.1 and H.14.2.

- H.19.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- H.19.18** The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the contracting officer of its decision, and the contracting officer shall inform the Contractor whether an offer may be made to each applicant.
- H.19.19** If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.19.20** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the contracting officer.

H.20 NON-DISCRIMINATION

As an agent of Child and Family Services the Provider acts on behalf of and in the name of the District of Columbia and CFSA. As a result, the Provider shall comply with all applicable District of Columbia laws and regulations. In particular, this HCA issued by or on behalf of the government of the District of Columbia, shall be conditioned upon full compliance with the provisions of D.C. Code, 2001 Ed., §2-1402.67. Provider's failure or refusal to comply with any provision of this chapter shall be a proper basis for revocation of the HCA. Any practice which has the effect or consequence of violating any of the provisions of this chapter shall be deemed to be an unlawful discriminatory practice. *D.C. Code, 2001 Ed., §2-1402.68.*

The provider shall provide an environment that is free of discrimination and harassment based on gender identity, sexual orientation, religious and racial/ethnic background, and/or disability.

H.21 CLIENT RECORDS

- H.21.1** The records of each client placed with the Provider during the term of this Agreement is the property of the District. The Provider shall provide the District with copies of these records upon conclusion of the services or termination of the Agreement.

H.22 HIPAA BUSINESS ASSOCIATE COMPLIANCE

For the purpose of this agreement CFSa, a covered component within the District of Columbia's Hybrid Entity will be referred to as a "Covered Entity" as that term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and associated regulations promulgated at 45 CFR Parts 160, 162 and 164 as amended ("HIPAA Regulations") and Contractor/Vendor, as a recipient of Protected Health Information or electronic Protected Health Information from CFSa, is a "Business Associate" as that term is defined by HIPAA.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.

1. Definitions

a. *Business Associate* means a person or entity, who, on behalf of the District government or of an organized health care arrangement (as defined in this section) in which the covered entity participates, but other than in the capacity of a member of the workforce of the District or arrangement, creates, receives, maintains, or transmits protected health information for a function or activity for the District, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 CFR 3.20, billing, benefit management, practice management, and re-pricing; or provides, other than in the capacity of a member of the workforce of such covered entity, legal, actuarial, accounting, consulting, data aggregation (as defined in 45 CFR § 164.501), management, administrative, accreditation, or financial services to or for the District, or to or for an organized health care arrangement in which the District participates, where the provision of the service involves the disclosure of protected health information from the District or arrangement, or from another business associate of the District or arrangement, to the person. A covered entity may be a business associate of another covered entity.

A Business Associate includes, (i) a Health Information Organization, E-prescribing Gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information; (ii) a person that offers a personal health record to one or more individuals on behalf of the District; (iii) a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

A *Business Associate* does not include: (i) a health care provider, with respect to disclosures by a covered entity to the health care provider concerning the treatment of the individual; (ii) a plan sponsor, with respect to disclosures by a group health plan (or by a health insurance issuer or HMO with respect to a group health plan) to the plan sponsor, to the extent that the requirements of 45 CFR § 164.504(f) apply and are met; (iii) a government agency, with respect to determining eligibility for, or enrollment in, a government health plan that provides public benefits and is administered by another government

agency, or collecting protected health information for such purposes, to the extent such activities are authorized by law; iv) a covered entity participating in an organized health care arrangement that performs a function, activity or service included in the definition of a Business Associate above for or on behalf of such organized health care arrangement.

b. *Covered Entity* means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of HIPAA. With respect to this HIPAA Compliance Clause, *Covered Entity* shall also include the designated health care components of the District government's hybrid entity or a District agency following HIPAA best practices.

c. *Data Aggregation* means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

d. *Designated Record Set* means a group of records maintained by or for the Covered Entity that are:

- i. The medical records and billing records about individuals maintained by or for a covered health care provider;
- ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
- iii. Records used, in whole or in part, by or for the Covered Entity to make decisions about individuals.

e. *Health Care* means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:

h. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and

- i. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.

f. *Health Care Components* means a component or a combination of components of a hybrid entity designated by a hybrid entity. *Health Care*

Components must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.

g. *Health Care Operations* shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.

h. *Hybrid Entity* means a single legal entity that is a covered entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A *Hybrid Entity* is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations. The District of Columbia is a Hybrid Covered Entity. Hybrid Entities are required to designate and include functions, services and activities within its own organization, which would meet the definition of Business Associate and irrespective of whether performed by employees of the Hybrid Entity, as part of its health care components for compliance with the Security Rule and privacy requirements under this Clause.

i. *Record* shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.

j. *Individual* shall have the same meaning as the term “individual” in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

k. *Individually Identifiable Health Information* is information that is health information, including demographic information collected from an individual, and;

- i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
- ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
- iii. That identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

l. *National Provider Identifier (NPI) Rule.* "National Provider Identifier" shall mean the Standard Unique Health Identifier for Healthcare Providers; Final Rule at 45 C.F.R. Part 162.

m. *Privacy and Security Official.* The person or persons designated by the District of Columbia, a *Hybrid Entity*, who is/are responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with the Privacy and Security Rules, and other applicable federal and state privacy law.

n. *Privacy Officer.* "Privacy Officer" shall mean the person designated by the District's Privacy and Security Official or one of the District's covered components within its Hybrid Entity, who is responsible for overseeing compliance with the Covered Agency's Privacy Policies and Procedures, the HIPAA Privacy Regulations, HIPAA Security Regulations and other applicable federal and state privacy law(s). Also referred to as the agency Privacy Officer, the individual shall follow the guidance of the District's Privacy and Security Official, and shall be responsive to and report to the District's Privacy and Security Official on matters pertaining to HIPAA compliance.

o. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

p. *Protected Health Information.* "Protected Health Information" (PHI) or "Electronic Protected Health Information" (ePHI) means individually identifiable health information that is created or received by the Business Associate from or on behalf of the Covered Entity, or agency following HIPAA best practices, which is:

- i. Transmitted by, created or maintained in electronic media; or
- ii. Transmitted or maintained in any other form or medium.

PHI does not include information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

q. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

r. *Security Officer.* The person designated by the Security Official or one of the District of Columbia's designated a health care component, who is responsible for overseeing compliance with the Covered Agency's Privacy Policies and Procedures, the Security Rules, and other applicable federal and state privacy law(s). The Covered Agency's security officer shall follow the guidance of the

District's Security Official, as well as the Associate Security Official within the Office of the Chief Technology Officer, and shall be responsive to the same on matters pertaining to HIPAA compliance.

s. *Security Rule*. "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 164.

t. *Workforce*. "Workforce" shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.

2. Obligations and Activities of Business Associate

a. The Business Associate agrees not to use or disclose PHI or ePHI (hereinafter "PHI" or Protected Health Information") other than as permitted or required by this HIPAA Compliance Clause or as required by law.

b. The Business Associate agrees to use appropriate safeguards and comply with administrative, physical, and technical safeguards requirements in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as required by § 13401 of the Health Information Technology Economic and Clinical HealthACT (February 18, 2010) ("HITECH"), to maintain the security of the PHI and to prevent use or disclosure of such PHI other than as provided for by this Clause. Business Associate acknowledges that, pursuant to HITECH, it must comply with the Security Rule and privacy provisions detailed in this Clause. As such, Business Associate is under the jurisdiction of the United States Department of Health and Human Services and is directly liable for its own compliance. A summary of HIPAA Security Rule standards, found at Appendix A to Subpart C of 45 C.F.R. § 164 is as follows:

Administrative Safeguards

Security Management Process	164.308(a)(1)	Risk Analysis (R) Risk Management (R) Sanction Policy (R) Information System Activity Review (R)
Assigned Security Responsibility	164.308(a)(2)	(R)
Workforce Security	164.308(a)(3)	Authorization and/or Supervision (A) Workforce Clearance Procedure Termination Procedures (A)
Information Access Management	164.308(a)(4)	Isolating Health care Clearinghouse Function (R) Access Authorization (A)

		Access Establishment and Modification (A)
Security Awareness and Training	164.308(a)(5)	Security Reminders (A) Protection from Malicious Software (A) Log-in Monitoring (A) Password Management (A)
Security Incident Procedures	164.308(a)(6)	Response and Reporting (R)
Contingency Plan	164.308(a)(7)	Data Backup Plan (R) Disaster Recovery Plan (R) Emergency Mode Operation Plan (R) Testing and Revision Procedure (A) Applications and Data Criticality Analysis (A)
Evaluation	164.308(a)(8)	(R)
Business Associate Contracts and Other Arrangement	164.308(b)(1)	Written Contract or Other Arrangement (R)

Physical Safeguards

Facility Access Controls	164.310(a)(1)	Contingency Operations (A) Facility Security Plan (A) Access Control and Validation Procedures (A) Maintenance Records (A)
Workstation Use	164.310(b)	(R)
Workstation Security	164.310(c)	(R)
Device and Media Controls	164.310(d)(1)	Disposal (R) Media Re-use (R) Accountability (A) Data Backup and Storage (A)

Technical Safeguards (see § 164.312)

Access Control	164.312(a)(1)	Unique User Identification (R) Emergency Access Procedure (R) Automatic Logoff (A) Encryption and Decryption (A)
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Audit Controls	164.312(b)	(R)
Integrity	164.312(c)(1)	Mechanism to Authenticate Electronic Protected Health Information (A)
Person or Entity Authentication	164.312(d)	(R)
Transmission Security	164.312(e)(1)	Integrity Controls (A) Encryption (A)

- c. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effects that are known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Clause.
- d. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the PHI not permitted or required by this HIPAA Compliance Clause or other incident or condition arising out the Security Rule, including breaches of unsecured PHI as required at 45 CFR §164.410, to the District-wide Privacy and Security Official or agency Privacy Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure. However, if the Business Associate is an agent of the District (i.e., performing delegated essential governmental functions), the Business Associate must report the incident or condition immediately. Upon the determination of an actual data breach, and in consultation with the District's Privacy and Security Official, the Business Associate will handle breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of the District.
- e. The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Clause with respect to PHI received from the Business Associate, PHI created by the Business Associate, or PHI received by the Business Associate on behalf of the Covered Entity.
- f. The Business Associate agrees to provide access within five business days, at the request of the Covered Entity or an Individual, at a mutually agreed upon location, during normal business hours, and in a format as directed by the District Privacy Official or agency Privacy Officer, or as

otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to PHI in a Designated Record Set, to the Covered Entity or an Individual, to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.

g. The Business Associate agrees to make any amendment(s) within five business days to the PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 in a format as directed by the District Privacy Official or agency Privacy Officer in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.

h. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the PHI in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the Identity And Procedure Verification Policy, attached hereto as Exhibit A and incorporated by reference.

i. The Business Associate agrees to record authorizations and log such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations.

j. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request at a mutually agreed upon location, during normal business hours, and in a format designated by the District's Privacy and Security Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations.

k. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and PHI, relating to the use and disclosure of PHI received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and at a mutually agreed upon location, during normal business hours, and in a format designated by the District Privacy and Security Official or agency Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the

Secretary in determining compliance of the Covered Entity with the Privacy Rule.

1. The Business Associate may aggregate PHI in its possession with the PHI of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to other Covered Entities provided that the purpose of the aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose PHI of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.

m. Business Associate may de-identify any and all PHI provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b) and any associated HHS guidance. Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute PHI and is not subject to the terms of this HIPAA Compliance Clause.

3. Permitted Uses and Disclosures by the Business Associate

- a. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate Subpart E of 45 CFR § 164 if the same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that the disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.

- d. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use PHI to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- e. Business Associate may use PHI to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. Additional Obligations of the Business Associate

- a. Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:
 - i. Name of the Business Associate of the Covered Entity;
 - ii. Title of the Report/File;
 - iii. Confirmation that the Report/File contains Protected Health Information (Yes or No);
 - iv. Description of the basic content of the Report/File;
 - v. Format of the Report/File (Electronic or Paper);
 - vi. Physical location of Report/File;
 - vii. Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia government agency responsible for receiving and processing requests for Protected Health Information; and
 - viii. Supporting documents if the recipient/personal representative has access to the Report/File.
- b. Business Associate must provide assurances to the Covered Entity that it will continue to employ sufficient administrative, technical and physical safeguards, as described under the Security Rule, to protect and secure the Covered Entity's ePHI entrusted to it. These safeguards include:
 - i. The Business Associate agrees to administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity,

and availability of the ePHI that the Business Associate creates, receives, maintains or transmits on behalf of the covered entity.

- ii. The Business Associate agrees to report to the Covered Entity any security incident of which it becomes aware, including any attempts to access ePHI, whether those attempts were successful or not.
- iii. This Business Associate Agreement may be terminated if the Covered Entity determines that the Business Associate has materially breached the agreement.
- iv. The Business Associate agrees to make all policies and procedures, and documents relating to security, available to the Secretary of HHS for the purposes of determining the covered entity's compliance with HIPAA.
- v. This agreement continues in force for as long as the Business Associate retains any access to the Covered Entity's ePHI.
- vi. With respect to the subset of PHI known as ePHI as defined by HIPAA Security Standards at 45 C.F.R. Parts 160 and 164, subparts A and C (the "Security Rule"), if in performing the Services, Business Associate, its employees, agents, subcontractors and any other individual permitted by Business Associate will have access to any computer system, network, file, data or software owned by or licensed to Provider that contains ePHI, or if Business Associate otherwise creates, maintains, or transmits ePHI on Provider's behalf, Business Associate shall take reasonable security measures necessary to protect the security of all such computer systems, networks, files, data and software. With respect to the security of ePHI, Business Associate shall: (A) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of the Provider; (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (C) Report to the Provider any security incident of which it becomes aware.
- vii. Business Associate agrees not to electronically transmit or permit access to PHI unless such transmission or access is authorized by this Addendum and the Agreement and further agrees that it shall only transmit or permit such access if such information is secured in a manner that is consistent with applicable law, including the Security Rule. For purposes of this Addendum, "encrypted" shall mean the reversible conversion of readable information into unreadable, protected form so that only a recipient who has the appropriate "key" can convert the information back into original readable form. If the Covered Entity stores, uses or maintains PHI in encrypted form, or in any other secured form acceptable under the security regulations, Covered Entity shall promptly, at request, provide with the key or keys to decrypt such information and will otherwise assure that such PHI is accessible by upon reasonable request.

viii. In the event Business Associate performs functions or activities involving the use or disclosure of PHI on behalf of Covered Entity that involve the installation or maintenance of any software (as it functions alone or in combination with any hardware or other software), Business Associate shall ensure that all such software complies with all applicable standards and specifications required by the HIPAA Regulations and shall inform of any software standards or specifications not compliant with the HIPAA Regulations.

c. At the request of the Covered Entity, the Business Associate agrees to amend this agreement to comply with all HIPAA mandates.

5. Sanctions

Business Associate agrees that its workforce members, agents and subcontractors who violate the provisions of HIPAA or other applicable federal or state privacy law will be subject to discipline in accordance with Business Associate's Personnel Policy and applicable collective bargaining agreements. Business Associate agrees to impose sanctions consistent with Business Associate's personnel policies and procedures and applicable collective bargaining agreements with respect to persons employed by it. Members of the Business Associate Workforce who are not employed by Business Associate are subject to the policies and applicable sanctions for violation of this Compliance Clause as set forth in business associate agreements. In the event Business Associate imposes sanctions against any member of its workforce, agents and subcontractors for violation of the provisions of HIPAA or other applicable federal or state privacy laws, the Business Associate shall inform the District Privacy Official or the agency Privacy Officer of the imposition of sanctions.

6. Obligations of the Covered Entity

a. The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of PHI by the Business Associate.

b. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of PHI, to the extent that such changes may affect the use or disclosure of PHI by the Business Associate.

The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of PHI by the Business Associate.

7. Permissible Requests by Covered Entity

Covered Entity shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule and Subpart E of 45 CFR § 164 if done by the Covered Entity.

8. Representations and Warranties.

The Business Associate represents and warrants to the Covered Entity:

- a. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;
- b. That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a contractor by the federal government or District of Columbia;
- c. That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;
- d. That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- e. That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause. Modifications or limitations that the Covered Entity has agreed to

adhere to with regards to the use and disclosure of PHI of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;

- f. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Contract;
- g. That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of *nolo contendere* or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, District or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect

9. Term and Termination

- a. *Term.* The requirements of this HIPAA Compliance Clause shall be effective as of the date of the contract award, and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request. The PHI shall be returned in a format mutually agreed upon by and between the Privacy Official and/or Privacy Officer or his or her designee and the appropriate and duly authorized workforce member of the Business Associate.; If it is infeasible to return or confidentially destroy the PHI, protections shall be extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee. The requirement to return

PHI to the District at the end of the contract term or if the contract is terminated applies irrespective of whether the Business Associate is also a covered entity under HIPAA. Where a business associate is also a covered entity, PHI provided by the District, or created or received by the Business Associate on behalf of the District, a duplicate of the record may be acceptable if mutually agreed.

- b. *Termination for Cause.* Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:
 - i. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - ii. Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible. If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

c. *Effect of Termination.*

- i. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in a mutually agreed upon format or confidentially destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to PHI that is in the possession of all subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of PHI in any form.
- ii. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide written notification to the Covered Entity of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the PHI is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such PHI and limit further uses and disclosures of such PHI for so long as the Business Associate maintains such PHI. Additionally, the Business Associate shall:
 - (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to covered entity, or, if agreed to by covered entity, destroy the remaining PHI that the business associate still maintains in any form;

- (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - (4) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at [Insert section number related to paragraphs (e) and (f) above under “Permitted Uses and Disclosures By Business Associate”] which applied prior to termination; and
 - (5) Return to covered entity or, if agreed to by covered entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- The obligations outlined in Section 2. Obligations and Activities of Business Associate shall survive the termination of this Contract.

10. Miscellaneous

- a. *Regulatory References.* A reference in this HIPAA Compliance Clause to a section in the Privacy Rule means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.
- c. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and the sections of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts covering Default and Termination for the Convenience of the District shall survive termination of the Contract.
- d. *Interpretation.* Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit compliance with applicable federal and District of Columbia laws, rules and regulations, and the HIPAA Rules, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Rules.

The terms of this HIPAA Compliance Clause amend and supplement the terms of the Contract, and whenever possible, all terms and conditions in this HIPAA Compliance Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the Contract, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations. In the event of any conflict between the provisions of the Contract (as amended by this HIPAA Compliance Clause) and the Privacy Rule, the Privacy Rule shall control.

- e. *No Third-Party Beneficiaries.* The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of individuals, as defined herein, to have access to and amend their PHI, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, , or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons.
- f. *Compliance with Applicable Law.* The Business Associate shall comply with all federal and District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the Contract; to the extent they are applicable to this HIPAA Compliance Clause and the Contract.
- h. *Governing Law and Forum Selection.* This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.
- h. *Indemnification.* The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses,

liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.

- i. *Injunctive Relief.* Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received PHI from the Business Associate.
- j. *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.
- k. *Notices.* Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to: **If to the Covered Entity, to:**

Attention:	Child and Family Services Agency
Fax: 20	Privacy Officer
	200 I Street, S.E., 3 rd Floor
	Washington, DC 20003
	Attention: Dionne Bryant
	Fax: 202-727-6333

- l. *Headings.* Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.

- m. *Counterparts; Facsimiles.* This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- n. *Successors and Assigns.* The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.
- o. *Severance.* In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.
- p. *Independent Contractor.* The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.
- q. *Entire Agreement.* This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary

SECTION I: HCA CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”), are incorporated as part of the HCA.

I.2 HCA THAT CROSS FISCAL YEARS

Continuation of this HCA beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

I.3.1 All information obtained by the Provider relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Provider in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.3.2 All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner and the Provider shall not release any information relating to a recipient of the services or otherwise as to the provision of those services or treatment to any individual other than an official of the District connected with the provision of services under this Human Care Agreement, except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 SUBCONTRACTING REQUIREMENTS

(a) Mandatory Subcontracting Requirements

(1) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

- (2) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- (3) A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections (a)(1) and (a)(2) of this clause.
- (4) Except as provided in (a)(5) and (a)(7), a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (5) A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (6) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- (7) A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

(b) Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section (a) of this clause. The plan shall be submitted as part of the bid and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

(c) Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

(d) Subcontracting Plan Compliance Reporting.

- (1) If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
 - (A) The price that the prime contractor will pay each subcontractor under the subcontract;
 - (B) A description of the goods procured or the services subcontracted for;
 - (C) The amount paid by the prime contractor under the subcontract; and
 - (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- (2) If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

(e) Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

(f) Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

(e) Enforcement and Penalties for Breach of Subcontracting Plan

- (1) A Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

- (2) A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- (3) If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default**.

I.6 RIGHTS IN DATA

- I.6.1** "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to HCA administration, such as financial, administrative, cost or pricing, or management information.
- I.6.2** The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to HCA administration.
- I.6.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.6.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.6.5** All data first produced in the performance of this HCA shall be the sole property of the District. The Provider hereby acknowledges that all data, including, without limitation, computer program codes, produced by Provider for the District under this HCA, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Provider hereby transfers and assigns to the District the ownership of copyright in such works,

whether published or unpublished. The Provider agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Provider agrees not to assert any rights in common law or in equity in such data. The Provider shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.6.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this HCA, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.6.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.6.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.6.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.6.7 The restricted rights set forth in section I.5.6 are of no effect unless

(i) the data is marked by the Provider with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in HCA No. _____

With _____ (Provider's Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Provider may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the HCA prior to the delivery date of the software. Failure of the Provider to apply a

restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.6.8** In addition to the rights granted in Section I.5.6 above, the Provider hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Provider, in any work of authorship prepared for or acquired by the District under this HCA. Unless written approval of the Contracting Officer is obtained, the Provider shall not include in technical data or computer software prepared for or acquired by the District under this HCA any works of authorship in which copyright is not owned by the Provider without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.6.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this HCA, the Provider shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Provider's rights in that subcontractor data or computer software which is required for the District.
- I.6.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Provider shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Provider, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this HCA or any paid-up maintenance agreement, or if Provider should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this HCA, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.6.11** The Provider shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this HCA, or (ii) based upon any data furnished under this HCA, or based upon libelous or other unlawful matter contained in such data.
- I.6.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.6.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Provider by the District and incorporated in the work furnished under

HCA, provided that such incorporated material is identified by the Provider at the time of delivery of such work

I.7 OTHER PROVIDERS

The provider shall not commit or permit any act that will interfere with the performance of work by another District Provider or by any District employee.

I.8 SUBCONTRACTS

The Provider hereunder shall not subcontract any of the Provider's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the provider. Any such subcontract shall specify that the provider and the subcontractor shall be subject to every provision of this HCA. Notwithstanding any such subcontract approved by the District, the provider shall remain liable to the District for all Provider's work and services required hereunder.

I.9 INSURANCE:

A. **GENERAL REQUIREMENTS.** The Provider shall procure and maintain, during the entire period of performance under this HCA, the types of insurance specified below. The Provider shall submit a Certificate of Insurance giving evidence of the required coverage either before or after HCA award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Provider shall require all subcontractors to carry the insurance required herein, or the Provider may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the HCA. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed. The Provider shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Provider shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent providers. The policy coverage shall

include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The provider shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this HCA.

2. Automobile Liability Insurance. The Provider shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this HCA. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Provider shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the HCA is performed.

Employer's Liability Insurance. The Provider shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Provider shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Provider shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this HCA. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.

The Provider shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this HCA.

6. Sexual/Physical Abuse & Molestation. The Provider shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. **This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.**
7. Property Insurance. The Provider shall maintain All Risk or broad form property insurance for the building and facilities where services will be rendered on a replacement cost basis to include coverage for vandalism, malicious mischief, and theft.

- B. **DURATION.** The Provider shall carry all required insurance until all HCA work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this HCA.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE PROVIDER'S LIABILITY UNDER THIS HCA.**
- D. **PROVIDER'S PROPERTY.** Provider and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Provider shall include all of the costs of insurance and bonds in the HCA price.
- F. **NOTIFICATION.** The Provider shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

I.9.1 CERTIFICATES OF INSURANCE

- I.9.2** The Provider shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted to:

Tara Sigamoni
Agency Chief Contracting Officer
District of Columbia Government
Child and Family Services Agency
200 I Street, SE, Suite 2031
Phone: (202) 724-7415
Fax: (202) 727-5886

I.10 ORDER OF PRECEDENCE

- I.10.1** In the event of an inconsistency among provisions of this HCA, the inconsistency shall be resolved by giving precedence in the following order:
- I.10.2** **SECTIONS** A through K of this HCA; and
- I.10.3** Incorporated documents in the descending order listed in **SECTIONS** J.

I.10.4 This HCA, including specifically incorporated documents, constitutes the total and entire agreement between the parties. All previous discussions, writings, and agreements are merged herein.

I.11 HCA IN EXCESS OF ONE MILLION DOLLARS

Any HCA in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference:

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on “Required Solicitation Documents”
J.2	Wage Determination N0.2005-2103, Revision #16 dated July 8, 2015
J.3	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet Effective January 1, 2015 www.ocp.dc.gov click on “Required Solicitation Documents”
J.4	Cost/Price Data Requirements - Disclosure Data http://ocp.dc.gov/service/ocp-solicitations click on “Required Solicitation Documents”
J.5	Office of Youth Empowerment Benchmarks
J.6	Budget Documents to include Attachment “A”
J.7	Bureau of Labor Statistics (Economic Releases) Consumer Price Index for all Urban Consumers (CPI-U) http://www.bls.gov/home.htm

J.8 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
1	Public Law	Child Abuse and Prevention Treatment Act, 42 U.S.C. § 5101 et	Most current version
2	D.C. Law	Prevention of child Abuse and Neglect Act of 1977 D.C. Official Code § 16-2351-2365 et seq.	Most current version
3	Public Law 105-89	Adoption and Safe Families Act of 1997, 42 U.S.C. § 1305 et seq.	Most current version
4	Public Law	Adoption Assistance and Child Welfare Act of 1997, 42 U.W.C. § 620 et seq.	Most current version
5	Public Law	Multiethnic Placement Act of 1994, 42 U.S.C. § 1996B et seq.	Most current version
6	Public Law	Title IV, Part B of the Social Security Act, 42 U.S.C. § 620 et seq.	Most current version
7	D.C. Law	Mentally Retarded Citizens Constitutional Rights and Dignity Act of 1978, D.C. Official Code § 7-1301,02 et seq.	Most current version
8	Public Law	Health Insurance Portability and Accountability Act of 1996, 41 U.S.C. § 1320d et seq.	Most current version
9	Public Law	Individual with Disabilities Education Act 20 U.S.C. § 1400 e et seq.	Most current version
10	DC Law	“Child and youth, Safety and Health Omnibus Congressional Review Emergency Amendment Act of 2005”	Most current version
11	TST Manual	Collaborative Treatment of Traumatized Children and Teens	Most current version
12	Article	“How, as a worker, do I do TST” Reader’s Digest Condensed Version in 6 Artful Steps	Most current version
13	Law	Lashawn vs Bowser	Most current version
14	DC Law	29 DCMR 62 Youth Residential Facilities Licensure Act of 1986,	Most current version
15	Law	Human Trafficking	Most current version
16	Resource Guide	Human Trafficking Resource Guide	(March 2015)

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)

K.1.1 Definitions. As used in this provision:

K.1.1.1 Controlled substance: means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.1.1.2 Conviction: means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

K.1.1.3 Criminal drug statute: means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.1.1.4 Drug-free workplace: means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.1.1.5 Employee: means an employee of a contractor directly engaged in the performance of work under a District contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

K.1.1.6 Individual: means an offeror/contractor that has no more than one employee including the offeror/contractor.

K.1.2 The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
 - a. The dangers of drug abuse in the workplace;

- b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by section K.1.2(1) of this clause;
- (4) Notify such employees in writing in the statement required by section K.1.2(1) of this clause that, as a condition of continued employment on this contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under section K.1.2(4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under section K.1.2(4)(b) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Take appropriate personnel action against such employee, up to and including termination; or
 - b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of section K.1.2(1) through K.1.2(6) of this clause.

K.1.3 The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

K.1.4 In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of sections K.1.2 or K.1.3 of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**L.1 CONTRACT AWARD****L.1.1 Most Advantageous to the District**

The District intends to award *multiple Human Care Agreements* resulting from this solicitation to qualified offeror(s) to satisfy all or part of the District's anticipated requirements for Congregate Care – traditional, therapeutic, independent living main facility, teen parent main facility. Services as described in the HCA after the Contracting Officer determines it is in the best interest of the District, considering the offeror(s) Qualification, its capability of providing the service and a judgment that the price proposed by the offeror is reasonable.

L.1.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror(s) best terms from a standpoint of cost or price, technical and other factors.

L.2 BUSINESS PLAN FORM, ORGANIZATION AND CONTENT

One original and four (4) copies of the written business plan shall be submitted in two parts, titled "Technical Business Plan" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. One copy of the business plan shall be submitted in PDF format on a CD and three original hard copies. Each business plan shall be submitted in a sealed envelope conspicuously marked: "Business Plan in Response to **DCRL-2016-H-0034**."

L.2.1 Business Plan – Part I

The Offeror shall submit a business plan. The business plan shall be organized in accordance with the sections listed below.

Section I	Offeror's Detailed Business Plan in response to Section C
Section II	Offeror's Clearances in accordance with Section H.11.1 for current staff

L.2.2 Cost and Price – Part II

The Offeror shall submit its cost and price as a separate package apart from the Business Plan. The contractor shall include the following:

Section I	Price Schedule
Section II	Cost and Pricing Data for each CLIN for each year
Section III	Cost Price Disclosure Statement
Section IV	Budget for Each CLIN for each year

L.3 BUSINESS PLAN AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE BUSINESS PLAN.**L.3.1 Business Plan Submission**

Business plans must be submitted no later than Monday, June 29, 2015 @ 2:00pm. Business Plan, modifications to business plans, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The business plan or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The business plan or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District. The business plan is the only proposal received.

L.3.2 Withdrawal or Modification of Business Plans

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of business plans.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late business plan, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the business plan, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the business plan shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

A late modification of a successful business plan, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5 Late Business Plan

A late business plan, late modification or late request for withdrawal of an business plan that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. **The prospective offeror shall submit questions no later than seven (7) calendar days after the pre-proposal conferences indicated for this solicitation.** The District will not consider any questions received less than 19 (nineteen) days before the date set for submission of Business Plan. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

(5) I.5 SUBCONTRACTING REQUIREMENTS**(6)****(b) Mandatory Subcontracting Requirements**

- (1) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- (2) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- (3) A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections (a)(1) and (a)(2) of this clause.
- (4) Except as provided in (a)(5) and (a)(7), a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (5) A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (6) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

- (7) A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

(b) Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section (a) of this clause. The plan shall be submitted as part of the bid and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (5) The name and address of each subcontractor;
- (6) A current certification number of the small or certified business enterprise;
- (7) The scope of work to be performed by each subcontractor; and
- (8) The price that the prime contractor will pay each subcontractor.

(c) Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

(d) Subcontracting Plan Compliance Reporting.

- (3) If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
 - (A) The price that the prime contractor will pay each subcontractor under the subcontract;
 - (B) A description of the goods procured or the services subcontracted for;
 - (C) The amount paid by the prime contractor under the subcontract; and
 - (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

- (4) If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

(e) Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

(f) Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

(e) Enforcement and Penalties for Breach of Subcontracting Plan

- (1) A Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- (2) A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- (3) If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default**.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with a business plan should not return this solicitation. Instead, they should advise the Contracting Officer, Contract and Procurement Administration, 200 I Street S.E., 2ND Floor, Ste.2031N, Washington DC 20003, telephone (202) 724-5300, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, *Tara Sigamoni* of the reason for not submitting a business plan in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Tara Sigamoni, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

- L.6.1** Offerors who include in their business plan data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This business plan includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this business plan if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

- L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this business plan."

L.7 OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.8 PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 UNNECESSARILY ELABORATE BUSINESS PLANS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF BUSINESS PLANS

All business plan documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.12 PREPARATION COSTS

The District is not liable for any costs incurred by the offerors in submitting business plans in response to this HCA.

L.13 ELECTRONIC COPY OF BUSINESS PLAN FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other business plan submission requirements, the offeror must submit an electronic copy of its business plan, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.14 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original business plans, negotiations are conducted, offerors will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of business plans provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers.

L.17 LEGAL STATUS OF OFFEROR

Each business plan must provide the following information:

- L.17.1** Name, address, telephone number and federal tax identification number of offeror;
- L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.17.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held from 1:00 p.m. to 3:00pm on December 3, 2015 at 200 I (eye) Street, SE, Washington, DC 20003, in Conference Room 2658. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

- L.18.1** Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be distributed to all attendees by electronic mail.

ECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contracts will be awarded to the responsible offeror whose business plan is most advantageous to the District.

M.2 BUSINESS PLAN REVIEW CRITERIA

The Business Plan Review Criteria is as follows:

<u>Adjective</u>	<u>Description</u>
Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
Acceptable	Meets requirements; no deficiencies.
Good	Meets requirements and exceeds some requirements; no deficiencies.

M.3 GUIDELINES FOR REVIEW AND DETERMINATION

M.3.1 Business Plan consistent with the Scope of Work to include a Quality Assurance System that includes a

Quality Assurance Coordinator to manage programmatic outcomes, PPW (Placement Provider Web) data and other performance indicators.

M.3.2 Cost effectiveness of plan related to program strategies and number of children served.

M.3.3 Service provider's ability to provide key elements from the SOW such as credentialed staff, 24 hour placement ability, comprehensive programming capabilities and demonstrated positive past performance for children.

M.3.4 Service provider's personnel infrastructure stating ability to provide levels of professional staff and direct care staff (hiring and retention) to ensure access to contracted bed capacity 24 hours per day.

M.3.5 Service provider's plan and demonstrated ability to achieve benchmarks in child welfare best practices, including reduction of multiple placements and permanency for children.

M.3.6 Continuity of care for existing CFSA children in congregate care.

M.3.7 Maximums that the contractor can meet.

M.3.8 Innovative approaches to Programming designed to achieve the results mentioned in the scope.

M.3.9 Service provider's licensed (or potential license) bed capacity for targeted programs.

M.3.10 Preference maybe given to entities located in the following order District of Columbia, Maryland and Virginia.

M.3.10.1 Established entities located outside the District of Columbia but interested in moving to the District must show evidence being capable of being licensed no later than 120 days after HCA award.

M.3.10.2 The entity must submit a complete work plan to show how it intends to meet the 120 day license requirement.